

Healthcare Transformation Collaboratives Cover Sheet



1. Collaboration Name: IHPA Project On-Ramp

2. Name of Lead Entity: Illinois Health Practice Alliance, LLC

3. List All Collaboration Members: Bobby E Wright Comprehensive Behavioral Health Center Inc, Bridgeway, Inc, Centerstone of Illinois, Inc, Community Resource Center, ComWell, Egyptian Health Department, Gateway Foundation Inc, Grand Prairie Services, Healthcare Alternative Systems, Heartland Alliance Health, Heritage Behavioral Health Center Inc, Human Resource Development Institute HRDI, Kenneth Young Center, Leyden Family Services & Mental Health Centers, Lutheran Social Services of Illinois, Mental Health Centers of Central Illinois (Memorial Health), Metropolitan Family Services, North Central Behavioral Health Systems Inc, Pillars Community Health, Sinnissippi Centers Inc, The Link & Option Center Inc, The Thresholds, Transitions of Western Illinois Inc, Trilogy Inc, Trinity Services Inc, Community Counseling Centers of Chicago, Habilitative Systems Inc, Thorek Memorial Hospital, Sinai, Humboldt Park Health, AMITA Saint Francis Hospital Evanston, Memorial Hospital Chester, Sparta Community Hospital, CGH, Loretto, OSF Galesburg, Blessing Hospital, Riveredge Advocate Healthcare, UIC College of Dentistry, Franciscan St. James Health & St. Margaret Health, Gottlieb, Loyola University Medical Center, Saint Anthony Hospital, North Shore Swedish Covenant, Thorek Andersonville (Methodist Hospital)

4. Proposed Coverage Area: State of Illinois

5. Area of Focus: Statewide with special focus on 5 community areas outlined by HFS- South Chicago, West Chicago, South Cook, West Cook, East St. Louis

6. Total Budget Requested: \$14,319,966.00

0. Eligibility Screen

Does your collaboration include multiple, external, entities?

Yes

Can any of the entities in your collaboration bill Medicaid?

Yes

1. Participating Entities

Contact Information for Collaborating Entities

1. What is the name of the lead entity of your collaborative?

Illinois Health Practice Alliance

2. Collaborating Entities

<u>Entity Name</u>
<u>Bobby E Wright Comprehensive Behavioral Health Center Inc</u>
<u>Bridgeway, Inc</u>
<u>Centerstone of Illinois, Inc</u>
<u>Community Resource Center</u>
<u>ComWell</u>
<u>Egyptian Health Department</u>
<u>Gateway Foundation Inc</u>
<u>Grand Prairie Services</u>
<u>Healthcare Alternative Systems</u>
<u>Heartland Alliance Health</u>
<u>Heritage Behavioral Health Center Inc</u>
<u>Human Resource Development Institute HRDI</u>
<u>Kenneth Young Center</u>
<u>Leyden Family Services & Mental Health Centers</u>
<u>Lutheran Social Services of Illinois</u>
<u>Mental Health Centers of Central Illinois (Memorial Health)</u>
<u>Metropolitan Family Services</u>
<u>North Central Behavioral Health Systems Inc</u>
<u>Pillars Community Health</u>
<u>Sinnissippi Centers Inc</u>
<u>The Link & Option Center Inc</u>
<u>The Thresholds</u>
<u>Transitions of Western Illinois Inc</u>
<u>Trilogy Inc</u>

<u>Trinity Services Inc</u>
<u>Community Counseling Centers of Chicago</u>
<u>Habilitative Systems Inc</u>

Participating Entities

1. Are there any primary or preventative care providers in your collaborative?

Yes

3. Are there any hospital services providers in your collaborative?

Yes

3A Participating entities that provide hospital services in your collaborative

Thorek Memorial Hospital
Humboldt Park Health
AMITA Saint Francis Hospital Evanston
Memorial Hospital Chester
Sparta Community Hospital
CGH
Loretto
OSF Galesburg
Sinai
Blessing Hospital
Riveredge
Advocate Healthcare
UIC College of Dentistry
Franciscan St. James Health & St. Margaret Health
Gottlieb
Loyola University Medical Center
Saint Anthony Hospital
North Shore Swedish Covenant
Thorek Andersonville (Methodist Hospital)

4. Are there any mental health providers in your collaborative?

Yes

4A. Please enter the names of entities that provide mental health services in your collaborative.

Ada S. McKinley Community Services Adapt of Illinois Alternative Counseling Arrowleaf (Family Counseling Centers) Asian Human Services Association for Individual Development Association House of Chicago Aunt Martha's Behavioral Health Alternatives Bobby E. Wright, CBHC Bridgeway Catholic Charities-Archdiocese of Chicago Center for Youth and Family Solution Centerstone Chaddock Chestnut

Health Systems Children's Home Association of Illinois Community Counseling Centers of Chicago (C4) Community Hope and Recovery Center Community Resource & Counseling Center Community Resource Center Comprehensive Behavioral Health of St. Clair County Comprehensive Connections (Jefferson County) ComWell (Human Service Center of Southern Metro East) Cornerstone Services Cunningham Children's Home of Urbana Duane Dean Behavioral Health Center Dupage County Health Department Ecker Center for Mental Health Egyptian Health Department Envision Unlimited Family Counseling Service of Aurora FamilyGuidance Centers Family Service and Mental Health Center of Cicero Garden of Prayer Youth Center Gateway Foundation Grand Prairie Services GRO Community H.E.L.P. LLC Habilitative Systems, Inc. Healthcare Alternative Systems Heartland Alliance Health Heritage Behavioral Health Center Hoyleton Youth and Family Services Human Resources Development Institute (HRDI) Human Service Center-Peoria Impact Behavioral Health Independence Center Institute for Human Resources Counseling Services (IHR) Iroquois Mental Health Center Jasper County Health Department Jewish Child & Family Services Kenneth Young Center Lawrence County Health Department Leyden Family Service and Mental Health Center Lifelinks Mental Health Locust Street Resources Center Lutheran Social Services of Illinois (LSSI) MADO Healthcare Centers Massac County Mental Health Mathers Memorial Health Mental Health Centers of Western Illinois Metropolitan Family Services Midwest Family and Community Resources Moultrie County Counseling Center NICASA North Central Behavioral Health Systems Northwestern Medicine-Ben Gordon Center OMNI Youth Services Perry County Counseling Center Piatt County Mental Health Center Pillars Community Health Preferred Family Healthcare & Clarity Healthcare Primo Center for Women and Children Renaissance Social Services Rincon Family Services RISE Behavioral Health and Wellness ROBERT YOUNG CENTER (UNITYPOINT) RTS Services Unlimited Schuyler Counseling & Health Services Sertoma Centre, Inc. Sinnissippi Centers South Suburban Council on Alcoholism and Substance Abuse Spero Family Services Stepping Stones of Rockford, Inc. TASC, Inc. Tazwood Mental Health Center The Baby Fold The Helen Wheeler Center for Community Mental Health The Josselyn Center The Link & Option Center, Inc. Thresholds Thrive Counseling Center Transitions Mental Health Transitions of Western Illinois Trilogy Behavioral Health Trinity Services Turning Point Behavioral Health Care Center Uhlich Children S Advantage Network (UCAN) Union County Counseling Services Wabash County Health Department Youth Outreach Services

5. Are there any substance use disorder services providers in your collaborative?

Yes

5A. Please enter the names of entities that provide substance abuse disorder services in your collaborative.

Organization Ada S. McKinley Community Services Asian Human Services Association for Individual Development Association House of Chicago Aunt Martha's Bobby E. Wright, CBHC Bridgeway Catholic Charities-Archdiocese of Chicago Centerstone Chestnut Health Systems Community Counseling Centers of Chicago (C4) ComWell (Human Service Center of Southern Metro East) Cornerstone Services DuPage County Health Department Ecker Center for Mental Health Egyptian Health Department Family Counseling Service of Aurora Family Guidance Centers Gateway Foundation Grand Prairie Services Healthcare Alternative Systems Heartland Alliance Health Hoyleton Youth and Family Services Human Resources Development Institute (HRDI) Human Service Center-Peoria Kenneth Young Center Lawrence County Health Department Leyden Family Service and Mental Health Center Lutheran Social Services of Illinois (LSSI) MADO Healthcare Centers Massac County Mental Health Memorial Health Metropolitan

Family Services NICASA North Central Behavioral Health Systems Piatt County Mental Health Center
 Pillars Community Health Primo Center for Women and Children Rincon Family Services ROBERT YOUNG
 CENTER (UNITYPOINT) Sinnissippi Centers South Suburban Council on Alcoholism and Substance Abuse
 Stepping Stones of Rockford, Inc. TASC, Inc. The Josselyn Center The Link & Option Center, Inc.
 Thresholds Transitions of Western Illinois Trilogy Behavioral Health Trinity Services Uhlich Children S
 Advantage Network (UCAN) Wabash County Health Department

6. Are there any social determinants of health services providers in your collaborative?

Yes

6A. Please enter the names of entities that provide social determinants of health services in your collaborative.

NowPow

7. Are there any safety net or critical access hospitals in your collaborative?

Yes

7A. Please list the names of the safety net and/or critical access hospitals in your collaborative.

Participation Agreement	Safety Net	Critical Access
Thorek Memorial Hospital	x	
Humboldt Park Health	x	
AMITA Saint Francis Hospital Evanston		
Memorial Hospital Chester		x
Sparta Community Hospital		x
Loretto	x	
Sinai	x	
Saint Anthony Hospital	x	
North Shore Swedish Covenant	x	
Thorek Andersonville (Methodist Hospital)	x	

8. Are there any entities in your collaborative that are either certified by the Illinois Business Enterprise Program (BEP) or not-for-profit entities that that are majorly controlled and managed by minorities?

Yes

8A. Please list the names of the entities in your collaborative that are either certified by the Illinois Business Enterprise Program (BEP) or not-for-profit entities that that are majorly controlled and managed by minorities. ComWell – BEP Vender Transitions of Western Illinois – BEP Vender Link and Options Center/Dr TwinGreen – BEP Vender Thresholds – Illinois Housing Department Authority Black, Indigenous and People of Color (BIPOC) Vender Bobby E. Wright Community Behavioral Health Center –

Minority Lead/Governed Habilitative Systems, Inc. – Minority Lead/Governed Healthcare Alternative Systems (HAS) – Minority Lead/Governed

10. Below are high-level descriptions of project types that appeared in the Transformation funding statute. Check any that apply to your project; if none apply, please provide a brief description of what kind of entities comprise your collaboration. (This question is informational only and will not affect your eligibility).

Cross-Provider Care Partnerships Led By Minority Providers, Vendors, or Not-For-Profit Organizations

2. Project Description

Brief Project Description

1. Provide an official name for your collaboration. NOTE: Please ensure that this name matches the name given in the "Application Name" field in the Project Information form at the beginning of the application.

IHPA's Project On-Ramp

2. Provide a one to two sentence summary of your collaboration's overall goals.

The Illinois Health Practice Alliance's (IHPA) Project On-Ramp will dramatically reduce health equity disparities by helping members get proactive care for chronic conditions in outpatient settings, rather than reactive care in hospitals and emergency departments. The IHPA network of behavioral health providers will engage members to get their full, integrated care needs met, and address social determinant of health barriers that contribute to distress and impairment and impact the ability of clients to follow through with traditional medical care.

Detailed Project Description

Provide a narrative description of your overall project, explaining what makes it transformational.

Specify your service area, identify the healthcare challenges it faces, and articulate your goals in addressing these challenges; explain your strategy and how it addresses the causes of these challenges, and lay out the expected timeframe for the project.

Describe any capital improvements, new interventions, delivery redesign, etc. Your narrative should explain the need for each significant item in your budget, clarifying how each connects to the overall goals and operations of the collaboration.

A cornerstone of the IHPA model is engaging members in *proactive* outpatient care to avoid *reactive* emergency department or inpatient care, thereby treating conditions as early as possible, and preventing them from worsening.

IHPA is proposing a clinical model that has been developed through the input of our Providers based on expressed member needs. It has been tested and improved upon through multiple demonstration projects based on lessons learned through a collaborative, provider led, process of design, piloting, and

evaluation. The model has generated proven health gains for members in the IHPA attribution who consume inpatient hospital, emergency department (ED), and crisis services at a rate higher than the average of their peers. The model gives providers the tools to address both gaps in the service package they were able to deliver due to lack of reimbursement, and to directly address social determinant needs impacting people's health. IHPA providers clarify the needs and goals members identify, and then tailor the interventions to the specific needs of each member. Rather than a program-driven approach in which members are asked to accommodate a specific service package, the IHPA model utilizes a member-driven approach, in which the service package is customized to each member's individual needs. IHPA providers have access to years of claims data that helps identify past service utilization, trends, and patterns, and allows providers to tailor treatment in a way that reduces duplication and inefficiencies across providers. Additionally, IHPA has created an IHPA service taxonomy that pays providers to complete activities that result in improved outcomes. Whenever possible, providers are not constrained by rigid fidelity or staffing models and have the flexibility to draw from their workforce in the way that makes the most sense for their members to ensure culturally competent care. IHPA utilizes an alternative payment model for the deployment of these projects, compensating providers for progress toward specific clinical benchmarks and their ability to meet member needs, rather than administering specific services, as is done in traditional fee for service payment structures.

The IHPA Project On-Ramp program funds will pay participating providers flexible spending stipends per participant that can be targeted to each member, to support supplemental services needed by them and to directly fund the sourcing of items including food, rent, and utilities to meet the member's social determinant needs. Member's needs are not homogeneous, requiring varied responses from treatment providers. Moving beyond the traditional healthcare transactional focus of providing specific fees for each service rendered, providers have funds that can become a powerful engagement tool, essential to engage people who are mistrustful of the healthcare system, or see it as not aligned with their needs. Helping members secure housing, access healthy food, and find jobs allows our providers to help solve time sensitive life barriers which in turn allows our members to focus on their health care needs. Providers emphasize long-term solutions that address the root causes of member's not receiving the care they need and supply a monthly summary of spend and care activities to IHPA.

The Project On-Ramp model is based on previous IHPA demonstration projects, in which IHPA providers were given a per-member stipend to fund a wraparound service package, and flexible spending opportunities to help address member's social determinant needs including housing, transportation, food, and employment. The members eligible for the demonstration project were people experiencing elevated rates of hospital and emergency department utilization. The results of the IHPA pilots on engagement, utilization, and outcomes, have been astonishing:

- 72% reduction in all –cause emergency department visits
- 62% decrease in inpatient behavioral health stays
- 60% reduction in per-member per-month total cost of care for pilot members
- 76% reduction in per-member per-month spending associated with Diabetes
- 39% reduction in per-member per-month spending associated with Cardiovascular Disease and Heart Failure
- 100% reduction in per-member per-month spending for all claims where COPD was the primary diagnosis

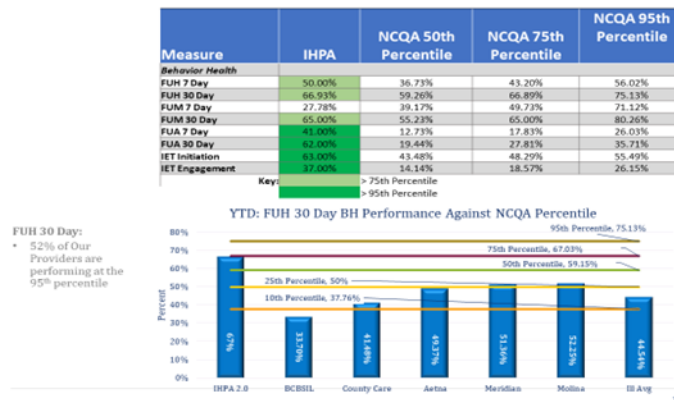
These impacts are driven by provider success in moving member care from the inpatient environment to the outpatient environment. With HFS support we can continue our work in improving this model. IHPA has over 120 members enrolled in demonstration projects, served by a majority of the IHPA network providers, and the Project On-Ramp Initiative will greatly allow the reach of this model to extend to over 800 people per year. With this significant increase in scale, the additional shared savings in the overall Total Cost of Care will be the major contributor to the Initiative's long-term financial sustainability.

For the proposed work, targeted members will receive all services featured in the demonstration project, in addition to the following:

- Assertive transition support when members are discharged from all cause hospital admissions and ED presentations, in addition to follow up post hospitalization for psychiatric reasons (FUH). This includes following up with a member after hospital and ED visit to make sure they understand their discharge instructions, have a plan to help avoid future hospitalizations, and are able to make the gains in functioning that they desire.
- Follow-up post ED visit for alcohol and other drugs (FUA), follow up post ED visit for psychiatric reasons (FUM). These challenging situations are an opportune time to engage members in care and offer extra support.
- Initiation and engagement of substance use disorder treatment (IET), making sure that a new diagnosis of a substance use disorder is followed up on with a successful engagement in treatment.
- Completion of social determinant HealthErX needs assessment in NowPow, with referrals and management of member's social determinant needs
- Routinely accompanying members to primary care and specialty visits, where appropriate
- Intervention for all members impacted by target disease blocks featuring education related to the condition, and care coordination activities

IHPA was designed to transform how behavioral health services are provided and has driven this transformation through provider training, implementation of best practices, and proprietary tools that help providers recognize and act on their role in the acute and primary care continua. The National Committee for Quality Assurance (NCQA) Healthcare Effectiveness Data and Information Set (HEDIS) standards are intended to measure specific quality outcomes and provide objective benchmarks. Historically, outpatient behavioral health providers in the state of Illinois have not been cognizant of HEDIS measures and as a result rarely focused on achieving HEDIS measures. Those who did focus on HEDIS metrics had no insight regarding their performance in relation to other providers. IHPA has trained providers on what the behavioral health HEDIS measures are, how to close them, and provides a daily task list as well as a unique set of dashboards to track and benchmark their performance on these measures in real time. This work has demonstrated results with three of eight current contract HEDIS metrics above the seventy fifth percentile of HEDIS nationally, and four of eight above the ninety fifth percentile of HEDIS national outcome, summarized by table in attachment I.

Attachment I IHPA Providers Clinical Metric Performance



IHPA has value based contracting arrangements with several managed care organizations (MCOs) to manage outpatient mental health and substance abuse treatment services included in rules 132/140 and 2060/2090 (TITLE 59: MENTAL HEALTH CHAPTER IV: DEPARTMENT OF HUMAN SERVICES PART 132 MEDICAID COMMUNITY MENTAL HEALTH SERVICES PROGRAM, TITLE 89: SOCIAL SERVICES CHAPTER I: DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES ,SUBCHAPTER d: MEDICAL PROGRAMS, PART 140, MEDICAL PAYMENT and TITLE 77: PUBLIC HEALTH, CHAPTER X: DEPARTMENT OF HUMAN SERVICES, SUBCHAPTER g: MEDICAID PROGRAM STANDARDS SUBCHAPTER d: LICENSURE PART 2060 ALCOHOLISM AND SUBSTANCE ABUSE TREATMENT AND INTERVENTION LICENSES and CHAPTER X: DEPARTMENT OF HUMAN SERVICES SUBCHAPTER g: MEDICAID PROGRAM STANDARDSPART 2090 SUBACUTE ALCOHOLISM AND SUBSTANCE ABUSE TREATMENT SERVICES) including, among others, integrated assessment and treatment plans, crisis intervention, medication management and monitoring, mobile crisis response, community support teams, assertive community treatment, detoxification, medication assisted treatment, and residential rehabilitation, for an attributed member population. The IHPA attribution logic is designed to enroll members with behavioral health service utilization with our IHPA network. IHPA assigns primary responsibility for each member to the provider who has the preponderance of recent treatment history with the member. This attribution and assignment logic aligns members with behavioral health needs with providers they know and trust, allowing IHPA to leverage this relationship to obtain even greater engagement and progress toward treatment goals.

Providers utilize HealthEC, IHPA's population health platform. HealthEC ingests member data from our funders, as well as admissions, discharge, and transfer (ADT) information from our partner, Patient Ping. Through a proprietary enhancement, this information is analyzed in real time and converted to a "task list" of open deliverables that is the landing page for every provider when they sign into HealthEC. Providers are able to see eighteen months of their assigned members' complete claims history in HealthEC, including both physical and behavioral health claims, and track their performance on contract deliverables in real time. This depth of clinical knowledge allows our providers to understand their members' clinical presentation more objectively as they no longer solely rely on client presentation and self-reports. Since our providers also have access to all claims, this helps providers reduce duplication, increase efficiency, and supports the creation of care plans that embrace the member's whole person needs.

For the first time in the Community Mental Health Center community, IHPA's behavioral health providers are able to see how their performance compares to national benchmarks and the performance of the network as a whole, and also have access to all claims data which helps them to reduce duplication and increase efficiency. Access to this data allows IHPA's providers to identify and respond to quality improvement opportunities, identify process improvement opportunities, and drive improved outcomes for those in their care.

In our experience, effective provider adoption of care coordination platforms and activities need to be driven by appropriate financial incentives. The IHPA HealthEC care coordination platform is a tool that supports the transformational actions and behaviors that are essential for providers to embrace. This transformation initiative will expand provider activities, including member education, assistance with care transitions, addressing barriers to participation in care, and eliciting motivation to participate in care, in order to align with the care needs outlined in the HFS Community Needs Report, and identified through member input with our Providers. Moreover, these activities are supported by the flexibility of the stipend per participant payment methodology allowed for within the financial model.

Service Area

The health equity disparities in the needs report are identified through an analysis of hospital and emergency department utilization surrounding targeted disease groups in specific zip codes. IHPA is currently contracted to serve over 45,000 members, and has conducted an analysis to identify the prevalence of these disease groups within our member panel in each of the target zip code regions:

REGION	DIAGNOSIS	N
Grand Total		971
East St. Louis Metro Area Zip Codes	Chronic Respiratory Diseases	12
East St. Louis Metro Area Zip Codes	Diabetes	3
East St. Louis Metro Area Zip Codes	Hypertensive Disorders	15
East St. Louis Metro Area Zip Codes	Mood Disorders	96
East St. Louis Metro Area Zip Codes	Psychoactive Substance Use	
East St. Louis Metro Area Zip Codes	Disorder	57
East St. Louis Metro Area Zip Codes	Schizophrenia	32
East St. Louis Metro Area Zip Codes Total		135
South Chicago Zip Codes	Chronic Respiratory Diseases	43
South Chicago Zip Codes	Diabetes	24
South Chicago Zip Codes	Hypertensive Disorders	56
South Chicago Zip Codes	Mood Disorders	176
South Chicago Zip Codes	Psychoactive Substance Use	
South Chicago Zip Codes	Disorder	149
South Chicago Zip Codes	Schizophrenia	129
South Chicago Zip Codes Total		309

South Cook Zip Codes	Chronic Respiratory Diseases	19
South Cook Zip Codes	Diabetes	12
South Cook Zip Codes	Hypertensive Disorders	35
South Cook Zip Codes	Mood Disorders	146
South Cook Zip Codes	Psychoactive Substance Use Disorder	58
South Cook Zip Codes	Schizophrenia	88
South Cook Zip Codes Total		211
West Chicago Zip Codes	Chronic Respiratory Diseases	26
West Chicago Zip Codes	Diabetes	18
West Chicago Zip Codes	Hypertensive Disorders	39
West Chicago Zip Codes	Mood Disorders	99
West Chicago Zip Codes	Psychoactive Substance Use Disorder	143
West Chicago Zip Codes	Schizophrenia	64
West Chicago Zip Codes Total		223
West Cook Zip Codes	Chronic Respiratory Diseases	4
West Cook Zip Codes	Diabetes	4
West Cook Zip Codes	Hypertensive Disorders	18
West Cook Zip Codes	Mood Disorders	61
West Cook Zip Codes	Psychoactive Substance Use Disorder	36
West Cook Zip Codes	Schizophrenia	26
West Cook Zip Codes Total		93

**Attachment IA

Conceptually, health equity disparities are driven in large part by people receiving *reactive* care in hospitals and emergency departments, instead of *proactive and preventative* care in outpatient settings in the community. Disparities are driven by lack of access to community providers in communities predominantly of color as well and by long standing best practices based on evidence collected with non-diverse populations. Healthcare providers have a long history of only treating people who show up for care rather than those who may be high risk or hard to engage, which also leads to significant health disparities. We have detailed the multifarious ways in which providers learn about healthcare challenges members experience, including difficulty finding needed appointments, difficulty understanding discharge instructions, and difficulty with transportation, all compounded by significant social issues. Additionally, the needs report looked at barriers causing low levels of prior and subsequent engagement in outpatient care:

- Lack of information and lack of resources
- Recognizing the need for care but deciding not to get care
- Not knowing signs and symptoms for when care is needed
- Previous negative health experiences, creating hesitancy to seek care
- Not knowing about services available in the community
- Transportation problems
- Long wait times

- Once care is received, not understanding medical terms and instructions
- Issues with service quality
- Issues with cultural competence of services
- Difficulty following through with care plan due to financial strains, social isolation, and lack of resources

The Project On-Ramp program is designed to address all of these barriers for the populations served. While Project On-Ramp targets the specific geographic area outlined in the community needs report, and identified in the attachment IA, IHPA is also able to reach members of the same phenotype (elevated hospital and ED presentation for targeted disease blocks) throughout the state through our attributed members' claims data.

Strategy

IHPA has been built to leverage the relationships IHPA providers have with the members they serve, and the cultural competencies and skills IHPA providers use to engage people in care. Next, we will describe goal-by-goal how the service package of the Project On-Ramp initiative addresses the barriers outlined in the transformation needs report.

Goal: Address lack of information and lack of resources for members, enhance understanding of signs and symptoms for when care is needed, and improve communication about services available in the community.

Strategy: IHPA providers have developed disease education materials that are designed to be deployed by behavioral health clinicians to provide information about primary care conditions. The disease education materials include information about related services available in the community. These materials will be curated and expanded by the medical subject matter expert outlined in the budget. This expert will also train all providers, those participating in Project On-Ramp as well as those in the network, in the use of these materials and deploy them in a targeted manner throughout the network. These tools provide a concrete intervention that has demonstrated results in motivating members to engage in proactive care of their chronic conditions. IHPA pilot Initiatives have shown a 76% reduction in spending associated with diabetes, and 39% reduction in spending associated with cardiovascular disease and heart failure, much of which is attributable to improved knowledge about these conditions through education. Therefore, the initiative has demonstrated decreases in both medical and behavioral total cost of care. Most importantly, because much of this spending relates to hospital and ED utilization, this translates to concrete gains in terms of the client's quality of life and means that these conditions are being addressed before they reach the point of severity where they require hospital and emergency department involvement. These outcomes are summarized in attachment IB and IC.

Attachment IB

IHPA Demonstration Project Results by Primary Care Diagnosis Codes



Condition	PMPM-Pre	PMPM-Post	%Reduction
Diabetes	\$32.95	\$7.90	76%
Cardiovascular and Heart Failure	\$49.83	\$30.44	39%
COPD	\$1.24	\$0.00	100.00%

Claims for which the listed conditions are the primary diagnosis. Pre-pilot is the 12-month period leading up to the pilot. Post Pilot data includes the days in the June 2020 after IHPA Members Pilot date and July and August 2020. For the non-pilot group, the %changes were -33%, +3%, and -22%.

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Attachment IC

Demonstration Project Hospital, ED, and Total Cost Results



PMPM Category	Pre	Post	% Change
ED Visits	0.61	0.17	72%
Hospital Visits	0.77	0.29	62%
Total Cost of Care	\$710.03	\$280.28	61%

Pre is 6/19-12/19, post is 6/20-8/20

4

Goal: Improve member recognition for needing care, and subsequently seek appropriate services to address needed care.

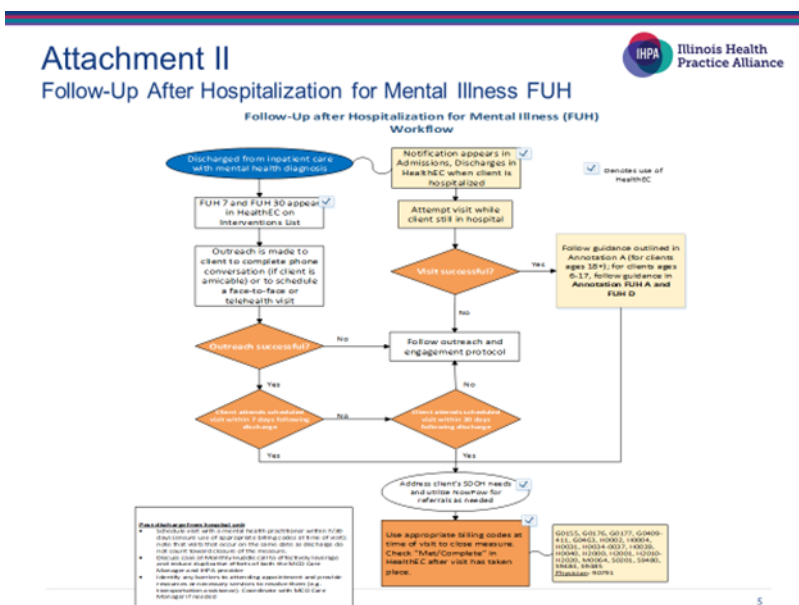
Strategy: IHPA providers are skilled in Motivational Interviewing to elicit motivation and self-efficacy to help members with recognized (and unrecognized) conditions and have received network-wide training in this paradigm. IHPA providers have experience in the use of Motivational Interviewing adherence measurement tools, such as the Motivational Interviewing Treatment Integrity Scale (MITI), which can be used to code Motivational Interviewing adherence based on review of recorded sessions. In addition, IHPA will provide financial support to clinical supervisors within the network for the purposes of being trained in Motivational Interviewing coding.

Goal: Address transportation problems, long wait times, and issues with service quality.

Strategy: IHPA providers have access to the NowPow directory and referral system to identify appropriate providers with immediate availability and make seamless referrals with a proprietary IHPA universal consent to ensure member needs are fulfilled. NowPow contains information about numerous primary care resources, enabling the platform to be a powerful tool in linking to this aspect of care. IHPA providers can launch directly into the NowPow platform from HealthEC within the member context, yielding a seamless integration experience for the end user. By tracking response to referrals, IHPA is able to learn about service quality, steering members to resources that produce greater engagement and efficacy. Project On-Ramp will empower IHPA providers with resources, including access to rideshare portals, Divvy memberships, and flexible funding to directly address costs associated with use of patient vehicles to address transportation burdens and other social determinant-related barriers to care.

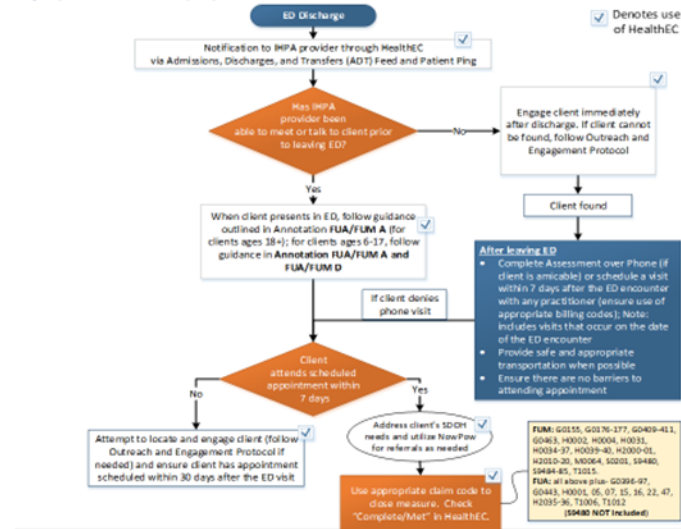
Goal: Once care is received, improve member understanding of medical terms and instructions, and improve member care plan adherence due to financial strains, social isolation, and lack of resources.

Strategy: IHPA has an established care transition methodology to make sure members understand medical instructions and can capitalize on gains made in acute care settings. Built based on input from the IHPA Clinical Operations Committee, these activities are supported by training resources available in the IHPA provider manual, on-boarding, and through IHPA University. Issues with financial strain and lack of resources are addressable with the flexible funding allowance in the Project On-Ramp model, and IHPA providers work with members to help link them to supportive friends and family who can assist with obtaining needed care. Workflow summaries included in attachments II, III and IV.



Attachment III

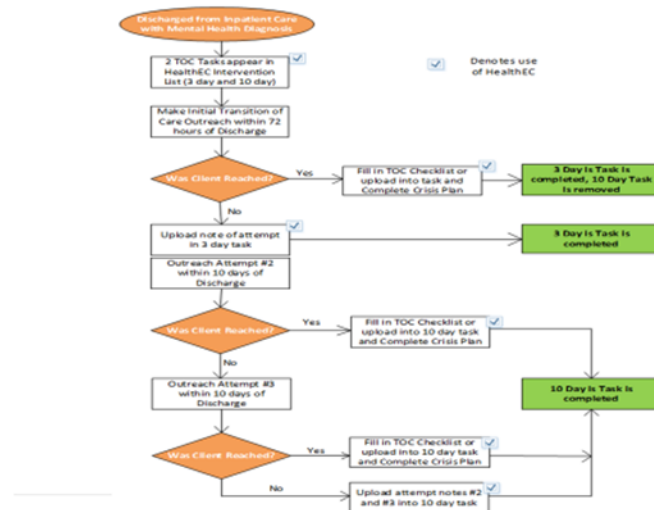
Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)



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Attachment IV

Transition of Care (TOC) and Crisis Plan Workflow



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Goal: Address previous negative health experiences that create hesitancy to seek care through culturally competent outreach and engagement.

Strategy: IHPA providers employ people from the communities they serve and train them to perform culturally competent outreach that engages members and helps them overcome previous negative healthcare experiences. All of our participating providers provide cultural competency training as part of their employee onboarding process, which IHPA supplements with its own cultural competency training resources as needed.

Census Development

If awarded, IHPA can quickly launch Project On-Ramp. IHPA has made heavy investments in our technology, vendor agreements, and Provider Network. Our Population Health Platform, HealthEC, has been in place since early 2019 and we continue to make adjustments and improvements to meet our growing needs.

IHPA has current agreements with various vendors, including NowPow, that are ready to be deployed for this target population. Based on our current attribution with Aetna Better Health of Illinois (ABHIL) and Meridian Health Plans, we have identified over 2,400 potential and eligible members for outreach throughout the targeted zones in Illinois. Our timeline for engagement will target 326 members in year 1 commencing on July 1, 2022 for the next 12 months. In year two, we will engage 750 members commencing on January 1, 2023 for the next 12 months. Due to the year 1 implementation date, calendar year 2023 will consist of two overlapping cohorts of members from January 1, thru June 30, 2023. A full census timeline and the number of targeted members for years three thru six are included in the budget section of this application.

IHPA will assess member developments monthly and will evaluate member results three, six, and nine months after the 12-month intervention periods. The census will be updated every quarter for inclusion with a new yearly cohort of members being identified by the 4th Quarter of the prior year. IHPA will adjust the parameters for inclusion based on results, Provider, and community feedback.

IHPA plans on hiring two full time employees during the first quarter of 2022, a Registered Nurse and a Project Manager, that will be dedicated to Project On-Ramp. Our current management staff and our Provider engagement allows IHPA to implement Project On-Ramp quickly with little additional administrative expense.

Budget Narrative

Cost Budget

Other or Miscellaneous Costs: IHPA plans to pay participating Providers participating in Project On-Ramp a Per Member Per Year (PMPY) case rate (commencing at \$6500 in Year 1). The case rate provides a flexible spending stipend which will be the same for each member and will increase year over year. Only members that have met the predefined criteria, have been identified by their provider, chosen to participate and successfully on boarded through communication to IHPA will receive the case rate for the entire 12 months. For members that lose Medicaid eligibility, Provider's will not be required to return funds. However, they will be required to reallocate those funds to other current or future members. Providers have indicated that their engagement would require stable and predictable funding and investment in Project On-Ramp would be difficult if funds were at risk due to loss of eligibility. On an annual basis, IHPA will refresh the member pool based on updated membership and lessons learned from the prior member cohort. Providers will be asked to determine the best candidates from the member list and determine if intervention is appropriate at this time. Providers will also be allowed to nominate members for Project On-Ramp participation based on their direct knowledge of a member's current situation. Often times, Providers have knowledge and insight on a member's current situation that is not reflected in past claims data, but where intervention is needed. IHPA intends to target members that are open to intervention, and members that have historically avoided treatment due to

their disconnection and contempt for the current system. Under the current Medicaid fee for service taxonomy, Providers are not reimbursed to outreach members. Project On-Ramp's case rate transformation proposal allows providers to direct funds where they can have the most impact achieving desired outcomes.

The funding is intended to supplement the Provider's current Medicaid taxonomy, not replace it. Based on our experience and Provider feedback, the current Medicaid taxonomy incentivizes serving members who are actively engaged and "compliant" with care. Higher acuity members, and those members reluctant to seek care, require providers to go the extra mile and sometimes find members, and build trust over again or for the first time. Without taking these steps, members health often deteriorates, and health care costs go up as care ends up being provider in the ED and at the hospital. More importantly, our health care system does not provide a mechanism for Providers to address a member's social determinants of health (SDOH) needs. The case rate is designed to provide funding for resources, and more importantly, flexibility in addressing a member's unique needs. Providers will be given flexibility and independence when deciding how the case rate is spent. IHPA will require a signed Provider Payment Addendum covering Project On-Ramp detailing the program and its requirements. But Providers will largely have discretion over the use of these funds. IHPA will not dictate where and how funds are to be spent and directed. We believe that Providers established and trusted relationship with their members make them that member's best and most appropriate advocate for their SDOH needs. A case rate that is carefully designed through input from both Providers and Payers allows providers a financial mechanism for addressing a member's SDOH needs. Based on our IHPA funded pilot experience and Provider feedback and input, the most effective and efficient way to address these needs are through a case rate.

Personnel (Salaries and Wages): Given IHPA's current management infrastructure, only two full time equivalents to support Project On-Ramp with added fringe benefit expense has been added.

Contractual Services & Subawards: Building on IHPA's current relationships, a small incremental cost associated with the various software platforms denoted such as NowPow and HealthEC has been included in the budget. Pay for Performance achievement payments associated with the 4% Pay for Performance withhold has been budgeted at 50% of such withhold.

Consultant Services and Expenses: IHPA will provide oversight and administrative support to Project On-Ramp. An eight percent (8%) fee of provider payments has been built into the Budget. As denoted in this proposal the fee will allow IHPA to provide services including the following:

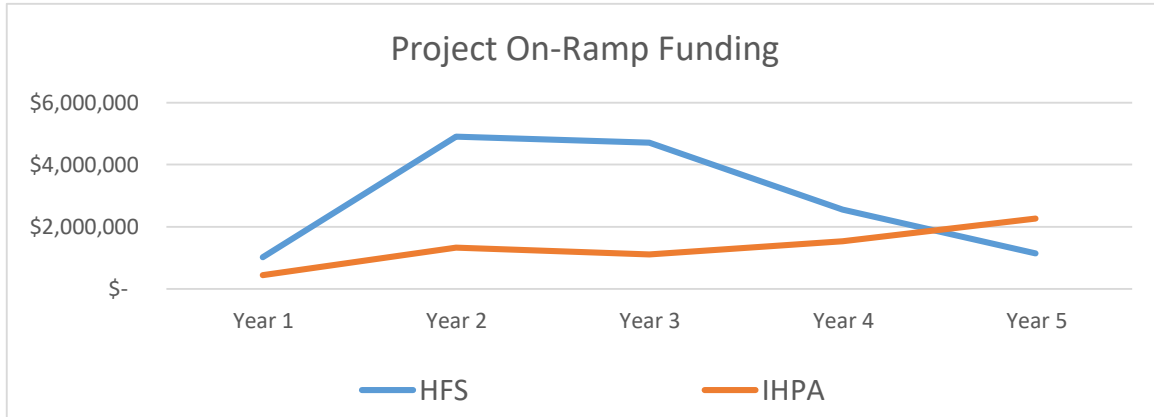
- Support to provider clinical personnel within the network
- Training resources such as cultural competency and Motivational Interviewing
- Provider Performance Managers to work directly with providers
- Accountability oversight and enforcement
- Ongoing financial, management oversight, and reporting including Pay for Performance
- Managed Care Plan negotiations, contract management, and performance evaluation

A fee associated with the development of the Project On-Ramp proposal has been added.

Annual inflationary adjustments between 4% to 5% have been applied to each cost category.

Revenue Budget

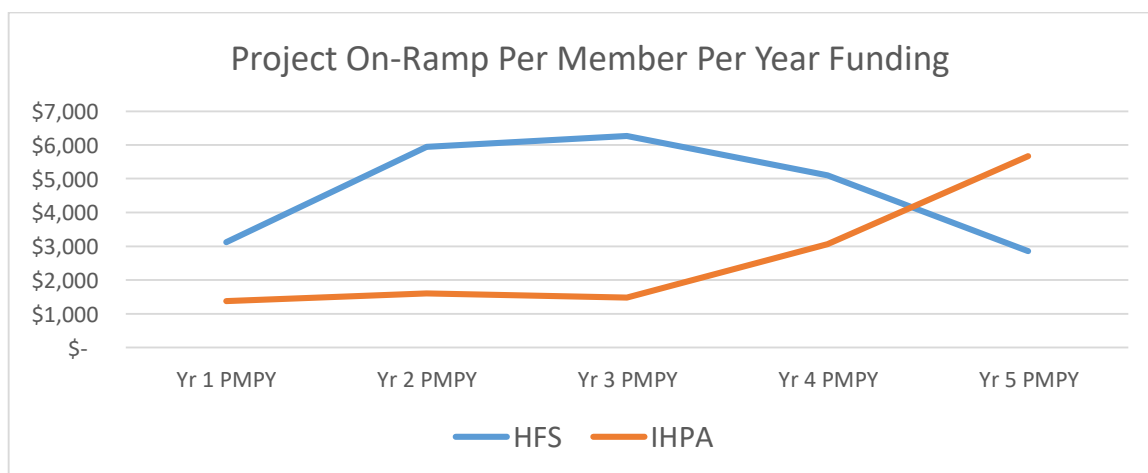
Collaborators' Funds/Other: IHPA will provide direct funding that has been received from existing and expanded managed care payments. As attachment XI indicates this amount of funding per individual served is expected to increase from Year 3 onward reflecting Project On-Ramp successes in capturing additional funding from the Managed Care Plan's through enhanced base payments and increasing shared savings/pay for performance outcomes through negotiated alternative payment methodologies



Attachment XI

Philanthropy: Anticipate direct payments from partner Managed Care Organizations.

Health Transformation Collaborative Funding: Project On-Ramp will require \$14,319,966 of Transformation funding over five years with a declining amount per individual served as denoted in attachment XII. The funds are anticipated to be in the form of Directed Payments from the Managed Care Organizations to either IHPA directly or a participating Medicaid Provider(s) serving as IHPA's designated organization. The payment would be made annually based upon the individuals served and would be in the form of a lump sum payment.



Attachment XII

3. Governance Structure

Structure and Processes

1. Please describe in detail the governance structure of your collaboration and explain how authority and responsibility will be distributed and shared. How will policies be formulated and priorities set?

The Illinois Health Practice Alliance (IHPA) was founded in 2018 as a vehicle to assist the Community Behavioral Health and Substance Abuse Treatment Provider community to successfully transition from the fee for service (FFS) payment environment to one of value-based care reimbursement. To ensure the success of the venture and to promote thoughtful governance as well as cooperation among partners, the organization was structured as a fifty/fifty joint venture between two founding entities, ProviderCO, a holding company representing the 37 IHPA network providers who each own a share of equity in fifty percent of the company, and Centene Management Company, who owns the other fifty percent share of the company.

Each joint venture member has representation on the IHPA Board of Managers with ProviderCO electing nine (9) members of the Board and Centene appointing four (4) members of the Board of Managers. Each joint venture partner's Board representatives hold 50% of the vote in Board decisions. In the four years of operation, the Board has made no decision that was not unanimous. During this time, IHPA has negotiated three managed care agreements, implemented four-member demonstration projects focused on engagement and treatment adherence, funded a pay for reporting and pay for performance pool, and successfully funded a total cost of care savings pool. In addition, the funds have been dispersed through each of these incentive vehicles successfully and without provider contention.

The IHPA Board of Managers meets monthly and accepts reports from its two standing Committees, the Finance Committee, which has oversight of fiscal operations and integrity, and the Clinical Committee, which has oversight over the IHPA clinical model, program design, provider manual, and provider accountability. The Finance Committee has representatives of both joint venture partners while the Clinical Committee includes clinical leader representatives from the ProviderCO provider network membership. Both committees participate in ongoing development, implementation, and oversight efforts of all IHPA initiatives, including Project On-Ramp. Committee recommendations are then submitted for Board of Manager consideration and approval, where appropriate, at the monthly Board of Managers meeting. It is important to note that not a single Clinical Committee Board recommendation has been rejected by the IHPA Board of Managers making the model one that is driven by the provider community on behalf of the members we serve statewide. To ensure that all network providers can contribute to the work of the Clinical Committee, the Committee minutes, member contact information, and agenda is distributed to clinical leadership at all 105 IHPA network providers with the open invitation to contact any member with input or recommendations related to that month's meeting agenda. Provider input is then utilized to set organization priorities based on identified community need, member input, quality, and process improvements opportunities demonstrated through our management dashboards.

Accountability

2. How will collaborating entities be made accountable for achieving desired outcomes? How will the collaboration be made accountable for acting prudently, ethically, legally, and with extensive

participation from each participating entity? What methods will be used to enforce policy and procedure adherence?

IHPA holds its provider network to very high clinical standards and is pleased to demonstrate exceptional outcomes in its HEDIS quality metrics. These results are the outcome of three major operating strategies. The first is to identify provider knowledge base and build on that base with all members of the provider community to ensure our providers understand their responsibilities and accountabilities to the network. IHPA utilizes a number of tools to ensure success in this area including the IHPA University network training and education programs, podcast(s) highlighting best practices and sharing of management tools, monthly IHPA network calls to disseminate news across the provider community, and quarterly regional network calls to ensure that all providers have opportunity to discuss areas of concerns, identify education needs, and permit IHPA management to provide additional provider leadership support. The results of these education programs and the collaborative IHPA learning environment have demonstrated themselves in our quality outcomes. Of the eight HEDIS performance metrics IHPA currently tracks, network results demonstrate 75th percentile NCQA benchmark performance on three metrics and 95th percentile NCQA benchmark performance on four of the IHPA pay for performance metrics.

The second is to utilize the engagement of the IHPA Board and provider leadership to promote change. The network has relied on existing leadership relationships to educate leaders across the network and bring insights developed through these discussions back to IHPA through requests at either Board Committee meetings or Board of Managers meetings for management consideration and response. One example of this information flow was utilizing the input from our Board members meeting with their personal networks of IHPA network member Chief Executive Officers to review each Providers initial IHPA quality report card results and discuss opportunities for improvement. The insights were then communicated back to IHPA leadership and process improvements were implemented to drive a dramatic improvement in provider quality results that moved 50% of the provider community from the 25th quartile of performance to the 75th quartile of performance over 12 months.

The third is to utilize IHPA Provider Payor Addendum (PPA) to contract with each member of the IHPA provider network. These agreements outline the accountability for the scope of work, pay for performance, other incentive pools included in the terms of each managed care agreement that IHPA has executed. Every provider has thirty (30) days upon delivery of the PPA to accept or reject. IHPA intends to use the same mechanism to define accountability for the deliverables of Project On-Ramp. These terms are then built into the Management Quality Dashboards for each of IHPA's participating providers so they can measure their individual performance against contract benchmarks and compare their results against other members of the network. A rollup version of the Management Quality Dashboard representing network performance is presented to the IHPA Board of Managers at their monthly meetings. The PPA can be terminated by either party with ninety (90) day no cause termination or by the IHPA for failure to perform in accordance with the provider's obligations in the agreement.

The IHPA has a team of five (5) Provider Performance Managers (PPMs), led by a seasoned Provider Performance Director, who work with management in overseeing network performance. Each PPM has an assigned list of network providers with whom they meet monthly to review quality results, provide network updates, identify opportunities for provider performance improvement, and communicate new

network related information, as well as take provider input, questions, or concerns to be addressed in conjunction with IHPA management. IHPA will manage the deliverables in the Project On-Ramp contract in the same way we manage accountability in our overall business which has demonstrated success under three managed care agreements, including tasking the PPMs with addressing Project On-Ramp deliverables in their interactions with providers.

To ensure accountability for results, the IHPA Board of Managers instituted a Provider Performance Improvement Policy (attachment V) in February 2020 that guides provider accountability for performance. The policy includes guidelines on when a provider will be put on a performance improvement plan that can lead up to their termination by the Board of Managers from the network for lack of performance.

Attachment V IHPA Provider Performance Improvement Policy



Illinois Health Practice Alliance			
Department: IHPA		Policy #: 1	
Subject: Quality Improvement Plan		Effective Date:	20/2020
Written by: IHPA Work Group		Revised:	
Approved by: Clinical Committee			

APPLIES TO:
This policy applies to IHPA providers.

PURPOSE:
A. IHPA Providers are accountable for meeting performance standards outlined in Exhibit E-1A to Schedule E of the Amendment One to Participating Provider Agreement between IHPA and Elmhurst Health Plan, Inc.
B. In circumstances where IHPA providers are unable to meet these performance standards, the provider will participate in a Quality Improvement Plan (QIP) as outlined in this policy.
C. IHPA will enact the QIP on behalf of IHPA.

SCOPE:
IHPA performance standards are developed to provide high quality healthcare for our member's health. This policy outlines the uniform procedures that will be used by the Executive Provider Performance Team to constitute such QIP.

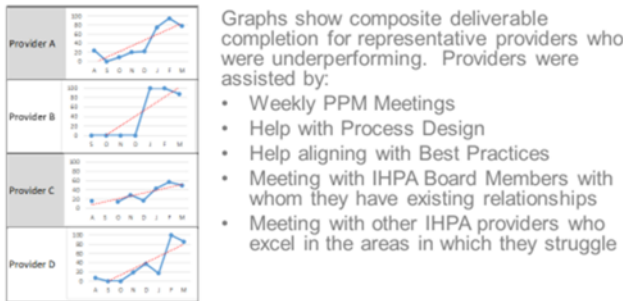
PROCEDURES:
If IHPA becomes aware that a provider is not meeting the IHPA performance standards on a sustained basis, the Executive Provider Performance Team will request a QIP. The provider will have 30 days (30) calendar days following IHPA's request to document and provide the QIP, which is a substantive plan to address the Provider's ongoing performance issues. After the QIP is approved by IHPA, the actions outlined in the QIP must be completed and the performance issues resolved, within sixty (60) calendar days of IHPA's completion of the QIP. The provider must demonstrate sustained performance for at least two (2) consecutive months before the QIP will be closed. At the discretion of IHPA, the provider may be asked to go before the Clinical Operations Committee to review and refine the QIP.
If, after a QIP has been completed, deficiencies remain which are serious or unable to be resolved, IHPA reserves the right to withdraw the opportunity for the provider's participation in the IHPA.
IHPA may notify the provider and request intervention if:
1. IHPA and/or IHPA acting on IHPA's behalf does not receive a timely response from the provider as required above, or

The Provider Performance Management Team tracks a group of “focus” providers who are underperforming, and targets them for intensive interventions, including linking them to other providers who are performing well in areas in which they’re struggling, aligning the providers with best practices, helping them build better processes, and educating their staff. The PPM team meets with these providers weekly in many cases. If needed, the PPM enlists IHPA board members who have existing relationships with the underperforming provider, to meet with them and partner on pursuit of performance goals. The attached table shows data tracking individual “focus” providers as they move through this process.

****See Examples of “Focus” Provider Interventions in attachment VA.**

Attachment VA

Examples of "Focus" Provider Interventions



If, after these steps, provider performance has not sufficiently improved, the provider is asked to present the status of their performance improvement plan to the Clinical Committee. This discussion is meant to act as both an exercise in accountability as well as an opportunity to provide education and input from the members of the Clinical Committee, building on their collective expertise and experience. After completion of this step, if provider results do not improve, the final step is for the Clinical Committee to recommend that the Board of Managers terminate said provider from the network. Only one provider to date has been invited to present their final performance improvement plan to the Clinical Committee and successfully completed their plan to improve.

IHPA will hold our providers within Project On-Ramp to the same standards as our network is held under our existing managed care agreements.

Board Membership and Composition

Board Member	Gender	Race
Haury – Chair	F	Caucasian
Beeman	M	Asian Indian
Broughton	F	Caucasian
Furlong	M	Caucasian
Layton	M	Caucasian
Lindsey	M	African American
McKay	M	Caucasian
Peipert	F	Caucasian
Phelan	M	Caucasian
Riddle	M	Caucasian
Saafir	M	African American
Stutrud	M	Caucasian

The IHPA Board of Managers includes 13 members of whom three are female, two are African American, one is Asian Indian and nine are Caucasian. The Chair of the Board of Managers is currently a female

member of the Board. In addition, the IHPA management team is constituted of four males, two of whom are Caucasian and two of whom are Latino.

New Legal Entity

3. Will a new umbrella legal entity be created as a result of your collaboration?

No new entity will be required

Payments and Administration of Funds

4. How will you ensure direct payments to providers within your collaboration are utilized for your proposed program's intended purpose? If the plan is to use a fiscal intermediary, please specify.

IHPA plans to deliver payments to our participating Providers via a case rate payment for each member that has been identified as eligible for the program and the assigned provider has successfully outreached the identified member. Providers will review a pool of potential Medicaid members within their attribution that have been selected to participate in Project On-Ramp. Providers will determine, in collaboration with IHPA Clinical Committee members and senior management, which members are most appropriate and fit the goals of Transformation objectives.

Payments will only be made to Providers within the IHPA network. All Providers in the IHPA network are Medicaid certified and have deep roots in their communities and experience working with the most disadvantaged Medicaid recipients. All IHPA Providers are required to have participating provider agreements (PAR) with Meridian and Aetna Better Health of Illinois (ABHIL) Medicaid Health Plans in order to contract with IHPA.

Part of the eligibility requirements for IHPA Providers to participate in Project On-Ramp, is to sign an addendum to their current IHPA Provider Participating Addendum. This addendum will outline the project's objectives and goals, and the Providers legal responsibilities in managing and safeguarding the Project On-Ramp resources.

Case rate payments in the form of a Per Member Per Year lump sum payment to Providers will be made once a year. Providers will attempt to complete a successful outreach to the member or their guardian/caretaker by engaging the member or their family in a conversation explaining the project's goals and objectives. Once outreach has been initiated and reported to IHPA through the HealthEC platform, the member will be on-boarded and the yearly case rate payment will be made to the Provider. Although Project On-Ramp members have an existing relationship with one of our Providers, members will have the opportunity to opt out. There will be some members due to their housing and living instability that will be harder to reach and engage. For those members that are reluctant to seek care, we expect Providers to expend resources on outreach and engagement before a member's SDOH needs can be fully addressed.

The annual case rate payment will be net of a four percent (4%) quality HEDIS withhold in which the Provider is eligible to earn back 100% of the withhold through IHPA's Pay For Performance (P4P) program. IHPA has aligned the HEDIS metric with the State's Quality Plan and MCO's quality metrics. In addition to this P4P withhold, all Providers will be at risk for up to fifteen percent (15%) claw back of the case rate if certain clinical and reporting metrics are not achieved. These metrics are outlined within the

shared saving component of our funder agreements. IHPA will reinvest 100% of the annual claw backs during each of the five-year demonstration into the program as additional payments to Providers in future Project On-Ramp members.

In addition, all Providers will be required to attend monthly huddles with IHPA to review and provide updates and feedback on the member's progress. The huddles are designed to enhance current case coordination, exchange ideas, provide member updates, and further develop care plans. Huddles will be attended by managed care organizations (MCO) case managers and IHPA clinical staff. Providers will also be required to submit monthly reports on dollars spent directly on social determinant of health (SDOH) activities.

4.Racial Equity

High-Level Narrative

A fundamental focus of healthcare transformation is racial equity. Please provide a high-level description of how the design of your proposal incorporates racial equity. (Greater detail will be requested in the questions below.)

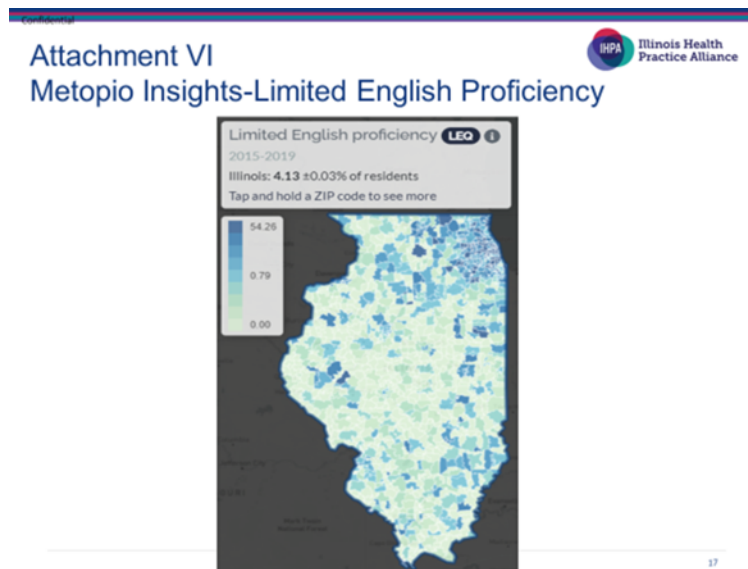
IHPA was encouraged by the thoughtful approach HFS took to characterizing racial inequities in the healthcare system, including the UIC community needs and data study. IHPA is in the position to be able to precisely target the individuals impacted by the inequities outlined in the data study, both in terms of epidemiology, and geographic location. Furthermore, our model is uniquely able to address the barriers to care outlined in that report through the Project On-Ramp clinical model.

Our proposal targets the specific barriers impacting Black and Latino people who experience poor healthcare outcomes because they typically pursue hospital and emergency-department-based care after their conditions have become severe, instead of early, proactive care in an outpatient setting while the conditions are more manageable. This initiative also targets poor health literacy, lack of preventative health care, structural, and cultural bias. Research has shown why Black and Latino people sometimes feel alienated from the healthcare system, when they don't see themselves represented in the treatment community and are greeted with a one size fits all approach when they try to access care. For this reason, a key feature of Project On-Ramp is outreach and engagement that is performed by people who are from the communities in which they are working, have lived experience, and an intuitive feel for why people sometimes have trouble engaging in care. In situations where a participant has experienced trauma, this can affect their interpersonal style, and make it difficult to trust people. For this reason, IHPA Project On-Ramp providers use a trauma-informed approach throughout their organizations to allow members to engage with care at a pace that feels safe for them.

As demonstrated by the data in the attachments, Latino populations experience language barriers related to obtaining care. When agencies provide minimal accommodations for non-English speakers, this often results in people not understanding their discharge plans and being unable to relate information to other treatment providers in their care continuum. There are barriers associated with the use of interpreters that make using a third party to interpret less desirable than working directly with a clinician that speaks Spanish. In huddles, IHPA has observed that family members are often left managing adherence to care plans for non-English speaking relatives. IHPA uses this as an opportunity

to work with and empower the family supports, while also building the Spanish speaking workforce. IHPA addresses this through our diverse provider network, by emphasizing the hiring of people with needed language competencies, and through the use of language lines and our MCO partners' interpretation services.

***Please see attachment VI, Metopio data on Limited English Proficiency**



We know from IHPA data analysis that transportation equity issues become health equity issues, as do housing equity concerns. This is why we have equipped our providers with a best-in-class resource directory and integrated referral platform for helping members get help addressing social determinant of health barriers including housing, food insecurity, employment, transportation, technology (phone, computers, internet access) and other basic needs. In order to address transportation equity issues that arise in real time, we know that it's important for IHPA providers to know when the people they serve are entering and leaving the hospital, which is why our integrated platform (HealthEC) ingests ADT (admission, discharge, and transfer) feeds, and converts these to actionable, trackable, care tasks for providers to respond to.

Racial Equity Impact Assessment Questions

1.Which racial/ethnic groups may be most affected by and concerned with the issues related to this proposal?

Black and Latino groups are most affected by the issues addressed by the Project On-Ramp proposal. These groups have been alienated from the health care system because they are not adequately represented on the provider level, and experience structural barriers to care such as language, transportation, and stable housing.

2.Have stakeholders from different racial/ethnic groups — especially those most adversely affected or from vulnerable communities — been informed, meaningfully involved and authentically represented in the development of this proposal? Who's missing and how can they be engaged?

IHPA providers actively and continually engage stakeholders from the racial and ethnic groups they serve. Many of the IHPA providers themselves are Black and Latino managed and operated. The IHPA management team includes a 50/50 mix of Caucasian and Latino members with decades of community-based experiences. IHPA providers host community forums, have board representation in their own peer-led committees, and survey the people from the communities they serve on an ongoing basis. We have over 100 providers in network throughout the state of Illinois, offering perhaps the most comprehensive overview of stakeholder input in the state. IHPA providers constantly strive to better engage people who have been alienated from the traditional system of care through a host of innovative models offering respite and assistance with social determinant of health needs. The development of this model has been an iterative process, involving the diverse IHPA provider community in the review of proposed models, obtaining stakeholder feedback, and incorporating that feedback into subsequent revisions. This feedback includes information about what interventions will best address member needs and preferences, and what support is needed for IHPA providers to participate in this model of care. In this effort, IHPA worked with providers bi-weekly to develop the model, and providers in turn gathered input via their ongoing advisory councils and focus groups, which was introduced into subsequent meetings.

3. Which racial/ethnic groups are currently most advantaged and most disadvantaged by the issues this proposal seeks to address? How are they affected differently? What quantitative and qualitative evidence of inequality exists? What evidence is missing or needed?

English-speaking Caucasian people are currently the most advantaged, and Black and Latino people are currently the most disadvantaged by the issues this proposal seeks to address. This is demonstrated by mortality statistics related to the disease conditions outlined in the needs assessment, and the low rate of outpatient engagement in care. The preponderance of evidence in clinical trials is derived studying white populations, and extensive research is needed to validate the efficacy of treatments considered to be “best practices” in Black and Latino populations. A consequence of this is that English-speaking Caucasian people on average have better access to transportation and services and are better represented in the provider community, as evidenced by our Metopio partner’s data analysis. While data quality surrounding transportation is stronger in some geographies than in others, available data supports the contention that this health equity disparity is an issue throughout the state.

On the flip side, non-English speaking people are confronted with providers who frequently do not speak their language, and treatment instructions that may not be in their language. Black and Latino people are also under-represented in the treatment community as providers. Medications tested in clinical trials are subject to much less validation specific to Black and Latino people. The lack of Black and Latino clinicians also contributes to this issue and will continue to be a focus of IHPA’s workforce development advocacy.

4. What factors may be producing and perpetuating racial inequities associated with this issue? How did the inequities arise? Are they expanding or narrowing? Does the proposal address root causes? If not, how could it?

Systemic issues with housing, access to transportation, trauma, pollution, and food access are all contributing factors. These inequities arose through systems that were segregated by design historically. A report released in 2010 by the Sinai Urban Health Institute brought to light this issue when it demonstrated that for seventeen health status indicators studied, the gap in outcomes between non-Hispanic Black and non-Hispanic White populations was responsible for roughly 60,000 Black deaths nationally. The survey reports that over a 20-year period from 1990 to 2010 that disparity between the two populations had worsened rather than improved. Although there is considerable interest in rectifying these inequities, and the underlying structural drivers of these inequities are becoming attenuated, there is still a lack of awareness of this injustice, and pushback against the change that is needed to truly achieve equity. While it is encouraging that the manifestation of these inequities has become less overt than it was prior to the 1960s, it also means that more careful reflection is needed by those not immediately impacted by the injustice in order to recognize it. These inequities are acutely experienced on the individual level and are sometimes easier to see when looking at large scale aggregate data. IHPA approaches this by sharing data with our network on a population health level during our monthly meetings that shows the scale and uniformity of these inequities, and in doing so brings this aspect of the context into the 1:1 meetings that occur between IHPA clinicians and their members.

The causes of these disparities go back to structural geographic segregation and racism. Infrastructure in predominantly Black and Latino areas lags other areas, leading to poorer public transportation options. Less affordable housing in urban centers means people need to live farther from where they work, exacerbating transportation woes. The spillover effect of these circumstances into healthcare occurs when people can't get to needed medical appointments, and don't have the resources and stability to address medical needs. In supplying members with knowledge about available resources throughout the state, IHPA helps members make informed choices and experience a reduction in barriers.

5.What does the proposal seek to accomplish? Will it reduce disparities or discrimination?

This proposal seeks to address inequities in care by reducing barriers to participation in proactive, outpatient care, by enlisting a culturally competent workforce to engage people who are alienated from care and empowering through education and the provision of tools and resources that will support and create buy-in to healthcare activities among participating members. This also includes proactive education for the IHPA member population not currently diagnosed with chronic medical conditions. Our population health platform alerts IHPA providers not only to a member's assigned primary care physician (PCP), but also their engagement with this PCP – information not previously available to them. This allows IHPA Providers to work with the member to obtain substantive engagement with the PCP and their overall medical care. IHPA providers also know through this system when their members discharge from hospitals and emergency departments (EDs). Supporting PCP engagement is a key component of the IHPA monthly care management huddles where we review each provider's most challenging member cases with care coordination staff from our contracted payors, IHPA management, and provider staff who are managing member care.

6.What are negative or unforeseen consequences and positive impacts/opportunities for equity as a result of this proposal?

This proposal will be a catalyst for the migration of care to outpatient settings, leading to better outcomes for members, with less distress and impairment. As a result of successful engagement in outpatient care, hospital systems and individual hospitals could experience negative consequences related to a decrease in volume and revenue related to inpatient and emergency department utilization. This will require hospital systems that rely on census to maintain revenue to pivot, creating the need for treatment providers in these systems to transition from hospital-based work to proactive outpatient care. This transition can be eased by encouraging treatment providers who have been doing hospital-based work to adopt this model of care. Providers will directly encourage outpatient primary care visits to manage medical issues, before hospitals are needed, through proactive disease education, and reducing barriers to accessing appropriate outpatient care such as transportation. IHPA's demonstration projects have shown the model works by demonstrating enhanced member engagement in outpatient care, improved HEDIS outcomes, and reduced medical costs. Project On-Ramp will also help engage clients in whole person needs, including physical and behavioral health needs by bridging the gap between PCP and behavioral management, engaging members with their annual health screenings (eyes, cholesterol, diabetes, colon, etc.) and acting on PCP and specialists' recommendations to address identified pathology. Black and Latino members will benefit from reduced barriers to outpatient care, and more participation in proactive care for chronic and emerging diseases. The reduction in avoidable hospital care will impact revenue for hospital systems, leading to downstream impacts on everyone they employ. This can be mitigated by creating capacity for new services, where capacity didn't exist before for Medicaid recipients, and using the Project On-Ramp model to steer members to these new services when appropriate.

7.Are there better ways to reduce racial disparities and advance racial equity? What provisions could be changed or added to ensure positive impacts on racial equity and inclusion?

This proposal directly targets the health equity concerns outlined in the HFS needs assessment, supported by research and identified through member input. In IHPA demonstration projects, members who experienced hospital and ED presentations related to targeted disease processes receive enhanced wrap-around care and funding for social determinant needs to help them better engage with the outpatient system of care. IHPA goes a step further, not only targeting members with established evidence of disease, but also members at risk of disease in the future through prevention and early identification, flipping our health care system from target interventions only when people are sick, to investing up front in helping to keep people from getting sick or sicker, building infrastructure in target communities – access to healthy food and teaching people how nutrition and exercise impact health and wellness. IHPA providers educate other providers throughout the network regarding how to talk with members about integrated care needs, and how to leverage the relationships they have with the people they serve to get broadband healthcare needs met. To better advance racial equity, more members across Illinois should have access to the Project On-Ramp program that has demonstrated its capacity to

address and impact health equity. IHPA is actively pursuing additional contractual relationships and opportunities that would allow this to happen. IHPA has solicited input from the provider community and leveraged our provider network's established mechanisms for obtaining member input, regarding health equity concerns. In response to a Board discussion on support of Providers serving underserved communities, Centene gave a capital contribution for IHPA to develop a treatment model designed to engage people that present in living rooms and crisis centers who don't engage in outpatient care, with a special focus on providers serving minority and underserved communities.

8. Is the proposal realistic, adequately funded, with mechanisms to ensure successful implementation and enforcement? Are there provisions to ensure ongoing data collection, public reporting, stakeholder participation and public accountability?

This proposal is based on a proven pilot, with a proven financial model. The IHPA Quality Program (described in the Strategy discussion) is in place and drives accountability through the IHPA provider performance management team, to make sure deliverables are met, and that needed process improvements take place in real time. This quality program includes a team of Provider Performance Managers who meet regularly with providers to review their performance toward deliverables, and help with skill development, motivation, and process improvements.

The data reporting apparatus is best in class, taking advantage of years of refinement. HealthEC is able to maintain real-time representations of provider's performance toward deliverables, and IHPA also obtains HEDIS validation through filtered output of MCO HEDIS engines for the rolling IHPA attribution. IHPA Providers, for the first time in Illinois, have the opportunity to benchmark their performance against one another and the statewide average on performance toward HEDIS measures. IHPA is able to demonstrate why the model works through HEDIS data, utilization data, and quality of life metrics such as criminal justice system involvement through our Cook County Sheriff's office partnership. Our stakeholders' input is solicited regularly and integrated to all IHPA programs and policies. The reporting is configurable for a public audience, so the public can see meaningful outcomes.

9. What are the success indicators and progress benchmarks? How will impacts be documented and evaluated? How will the level, diversity and quality of ongoing stakeholder engagement be assessed?

As indicated in the section describing quality metrics, the Project On-Ramp metrics neatly align with HFS five quality pillars. The reporting for these metrics is already built into the IHPA care coordination system. IHPA success measures include HEDIS, engagement, hospital and ED utilization, and total cost of care metrics, all of which are monitored on an ongoing basis. Many HEDIS deliverables are trackable in real-time, and IHPA will produce reporting on all other metrics once an appropriate claims-receiving window has elapsed. Success indicators and progress benchmarks will include enrollment of members in the programing, care gaps being closed, and the number of social determinants of health referrals

being made. This reporting is able to gauge performance for the network as a whole, and also by individual stakeholder. Individual stakeholder engagement will be assessed qualitatively through monthly meetings with the IHPA quality team, and quantitatively through real time performance tracking. The NowPow social determinant of health referral platform provides longitudinal visibility into every member's history of social determinant referrals, and IHPA is working to onboard primary care providers to that platform so those interactions can be tracked. IHPA is able to track the number of Social Determinant of Health Referrals generated through the NowPow platform. Additionally, IHPA is able to track PCP engagement through claims.

5. Community Input

1. Identify your service area in general terms (e.g., "West Chicago", "East St. Louis Metro Area", "Southeastern Illinois").

Statewide

2. Please select all Illinois counties that are in your service area.

Adams, Alexander, Bond, Brown, Bureau, Carroll, Cass, Champaign, Christian, Clay, Clinton, Coles, Cook, DeKalb, DeWitt, Douglas, DuPage, Effingham, Fayette, Ford, Franklin, Fulton, Gallatin, Grundy, Hancock, Henderson, Henry, Iroquois, Jackson, Jo Daviess, Kane, Kankakee, Kendall, Knox, Lake, LaSalle, Lawrence, Lee, Livingston, Logan, Macon, Macoupin, Madison, Marion, Mason, Massac, McDonough, McHenry, McLean, Menard, Mercer, Montgomery, Morgan, Moultrie, Ogle, Peoria, Piatt, Pike, Randolph, Richland, Rock Island, Saline, Sangamon, Schuyler, Shelby, St. Clair, Stark, Stephenson, Tazewell, Union, Vermilion, Wabash, Warren, Washington, White, Whiteside, Will, Williamson, Winnebago, Woodford

3. Please list all zip codes in your service area, separated by commas

60002, 60004, 60005, 60008, 60010, 60013, 60014, 60016, 60020, 60021, 60025, 60030, 60031, 60033, 60035, 60042, 60044, 60047, 60048, 60050, 60051, 60053, 60056, 60060, 60062, 60064, 60067, 60068, 60069, 60071, 60073, 60074, 60076, 60077, 60081, 60085, 60087, 60090, 60091, 60096, 60097, 60098, 60099, 60101, 60102, 60103, 60104, 60106, 60107, 60108, 60110, 60115, 60118, 60120, 60123, 60126, 60130, 60131, 60133, 60134, 60137, 60139, 60140, 60142, 60143, 60145, 60148, 60153, 60154, 60155, 60156, 60160, 60162, 60164, 60169, 60171, 60172, 60173, 60174, 60175, 60176, 60177, 60178, 60181, 60185, 60187, 60188, 60189, 60191, 60193, 60194, 60201, 60202, 60203, 60302, 60402, 60406, 60408, 60409, 60411, 60415, 60417, 60418, 60419, 60423, 60424, 60425, 60426, 60428, 60429, 60431, 60432, 60433, 60435, 60436, 60438, 60439, 60440, 60441, 60443, 60445, 60446, 60448, 60449, 60450, 60451, 60452, 60453, 60455, 60456, 60457, 60459, 60462, 60464, 60465, 60466, 60467, 60471, 60472, 60473, 60475, 60477, 60478, 60482, 60484, 60490, 60491, 60499, 60501, 60502, 60503, 60504, 60505, 60506, 60513, 60515, 60516, 60517, 60523, 60525, 60526, 60527, 60532, 60538, 60542, 60543, 60544, 60551, 60554, 60555, 60559, 60560, 60561, 60563, 60565, 60586, 60605, 60607, 60608, 60609, 60610, 60611, 60612, 60613, 60614, 60615, 60616, 60617, 60618, 60619, 60620, 60621, 60622, 60623, 60624, 60625, 60626, 60628, 60629, 60630, 60632, 60633, 60634, 60636, 60637, 60638, 60639, 60640, 60641, 60642, 60643, 60644, 60645, 60646, 60647, 60649, 60651, 60652, 60653, 60654, 60655, 60657, 60659, 60660, 60661, 60706, 60707, 60712, 60714, 60803, 60804, 60805, 60827, 60901, 60914, 60915, 60922, 60938, 60942, 60950, 60954, 60957, 60963, 60964, 60968, 60970, 61021, 61032, 61036, 61043, 61053, 61054,

61061, 61064, 61068, 61071, 61074, 61081, 61101, 61102, 61103, 61104, 61107, 61108, 61109, 61111, 61201, 61231, 61238, 61239, 61240, 61241, 61244, 61251, 61254, 61256, 61264, 61265, 61274, 61275, 61281, 61282, 61301, 61310, 61314, 61332, 61341, 61342, 61350, 61353, 61356, 61362, 61364, 61401, 61413, 61422, 61423, 61434, 61438, 61440, 61443, 61450, 61455, 61460, 61462, 61476, 61477, 61483, 61520, 61523, 61533, 61546, 61550, 61554, 61571, 61602, 61603, 61604, 61605, 61606, 61607, 61610, 61611, 61614, 61615, 61616, 61701, 61704, 61727, 61738, 61740, 61745, 61755, 61761, 61764, 61801, 61802, 61820, 61821, 61832, 61833, 61846, 61856, 61874, 61910, 61919, 61920, 61929, 61938, 61951, 61953, 62002, 62009, 62021, 62024, 62025, 62033, 62035, 62040, 62049, 62051, 62056, 62060, 62062, 62069, 62080, 62084, 62088, 62095, 62097, 62201, 62203, 62204, 62205, 62206, 62207, 62208, 62215, 62219, 62220, 62221, 62223, 62226, 62232, 62233, 62234, 62237, 62239, 62240, 62246, 62249, 62250, 62255, 62257, 62260, 62263, 62269, 62275, 62278, 62281, 62286, 62293, 62294, 62301, 62305, 62321, 62326, 62341, 62347, 62349, 62351, 62353, 62360, 62365, 62370, 62376, 62401, 62411, 62419, 62424, 62439, 62440, 62443, 62450, 62471, 62473, 62501, 62510, 62521, 62522, 62523, 62526, 62540, 62545, 62548, 62549, 62550, 62554, 62557, 62558, 62560, 62561, 62565, 62568, 62613, 62615, 62618, 62626, 62627, 62628, 62629, 62630, 62640, 62642, 62644, 62650, 62656, 62664, 62666, 62668, 62670, 62675, 62681, 62684, 62685, 62688, 62690, 62691, 62693, 62702, 62703, 62704, 62707, 62711, 62712, 62801, 62812, 62814, 62821, 62832, 62856, 62858, 62863, 62864, 62865, 62881, 62896, 62897, 62901, 62902, 62903, 62906, 62914, 62915, 62917, 62918, 62920, 62930, 62931, 62942, 62946, 62948, 62951, 62959, 62960, 62966, 62979, 62982, 62999.

Community Input

1. Describe the process you have followed to seek input from your community and what community needs it highlighted.

As outlined below, IHPA is comprised of a diverse network of providers who obtain ongoing feedback from the member community about care and health equity needs. Members endorse a need for help addressing the social determinant barriers to receiving care, and articulate perceiving misalignment between their needs and what the healthcare system is offering.

Project On-Ramp is motivated in part by the HFS transformation Needs Report, which incorporated community conversations in its data collection methodology. These conversations were used to understand member's experiences accessing care, and the barriers they experienced from their perspective.

The information in the needs report built on and was consistent with information IHPA providers obtain through a variety of mechanisms from our members, including:

- IHPA providers meet regularly at a county level to discuss challenges, brainstorm solutions, share resources and generally coordinate care. These are long-standing, very active groups and a great source of collaboration.
- IHPA providers schedule targeted regular meetings with our hospitals and law enforcement entities to discuss shared objectives and challenges.
- IHPA providers visit with community-based groups to obtain input from these constituents on what they see as the needs in our communities. This includes advocacy groups like NAMI or Sauk Valley Voices for Recovery, but also service organizations, member advisory panels, the local pastors' associations, business and economic development groups, etc.

- IHPA providers have staff that represent the agency with other organizations in their strategic planning and operations. This includes membership on their boards of directors as well as committees, which is especially critical at our partner hospitals. This provides another important avenue for strategy development and coordination.
- IHPA providers conduct member and employee surveys regularly, and at times include key stakeholders. This input is shared via our quarterly network communication meetings.
- IHPA providers are intimately involved in the IPlan process at our local health departments, as well as the community health planning processes at our hospitals.
- IHPA providers have an onsite presence at schools, jails, and even large area employers permitting them to share insights and inputs from these important community assets.
- IHPA incorporates the insights of these efforts through quarterly network meetings, monthly clinical committee meetings, and interim discussions based on strategic needs.
- IHPA discussed Project On-Ramp with leadership at 18 hospitals in agreement, including Thorek Memorial Hospital.
- IHPA Management also meets regularly with legislative leaders Statewide and industry advocacy organizations including the Community Behavioral Health Association (CBHA) and the Illinois Association of Rehabilitation Facilities (IARF) to ensure as many public opinion and elected officials are familiar with our work and outcomes as possible.

The Project On-Ramp initiative was designed through an iterative process of soliciting provider input, proposing a model design, and then tuning the model design based on additional input.

1. Did your collaborative consult elected officials as you developed your proposal?

Yes-Please see appendix

1A. If you consulted Illinois federal or state legislators, please select all legislators whom you consulted.

Aquino, O. - Ill. Senator - 2nd State Senate District, Crowe, R. - Ill. Senator - 56th State Senate District, Fine, L. - Ill. Senator - 9th State Senate District, Ford, L. - Ill. Representative - 8th State Representative District, Frese, R. - Ill. Representative - 94th State Representative District, Friess, D. - Ill. Representative - 116th State Representative District, García, J. - U.S. Representative - 4th Congressional District, Harris, G. - Ill. Representative - 13th State Representative District, Hunter, M. - Ill. Senator - 3rd State Senate District, Lightford, K. - Ill. Senator - 4th State Senate District, Mussman, M. - Ill. Representative - 56th State Representative District, Pelt, P. - Ill. Senator - 5th State Senate District, Peters, R. - Ill. Senator - 13th State Senate District, Ramirez, D. - Ill. Representative - 4th State Representative District, Scherer, S. - Ill. Representative - 96th State Representative District, Stoller, W. - Ill. Senator - 37th State Senate District, Swanson, D. - Ill. Representative - 74th State Representative District, Tracy, J. - Ill. Senator - 47th State Senate District, Turner, S. - Ill. Senator - 44th State Senate District, Welch, E. - Ill. Representative - 7th State Representative District, Willis, K. - Ill. Representative - 77th State Representative District

1B. If you consulted local officials, please list their names and titles here.

Honorable Danny Davis (D) 7 th District of Illinois House of Representatives United State of America
Honorable Jesus "Chuy" Garcia (D) 4 th District of Illinois House of Representatives United States of America
Honorable Mattie Hunter (D) Majority Caucus Chair Senate 3 rd District State of Illinois
Honorable Omar Aquino (D) Majority Caucus Whip Senate 2 nd District State of Illinois
Honorable Terry

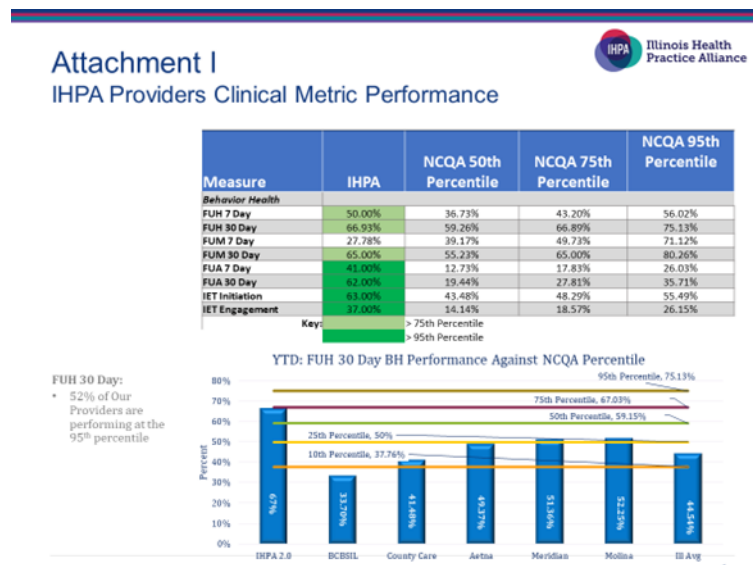
Bryant (R) Senate 58 th District State of Illinois Honorable Rachelle Crowe (D) Senate 56 th District State of Illinois Honorable Laura Fine (D) Behavioral Health Committee Chair Senate 9 th District State of Illinois Honorable Kimberly A. Lightford (D) Senate 4 th District State of Illinois Honorable Robert Peters (D) Senate 13 th District State of Illinois Honorable Win Stoller (R) Senate 37 th District State of Illinois Honorable Jil Tracy (R) Senate 47 th District State of Illinois Patricia Van Pelt (D) Senate 5 th District State of Illinois Honorable Emanuel “Chris” Welch (D) Speaker House of Representatives 7 th District State of Illinois Honorable Kelly M. Cassidy (D) House of Representatives 14 th District State of Illinois Honorable Tom Demmer (R) House of Representatives 90 th District State of Illinois Honorable La Shawn K. Ford (D) House of Representatives 8 th District State of Illinois Honorable Randy E. Frese (R) House of Representatives 94 th District State of Illinois Honorable David Friess (R) House of Representatives 116 th District State of Illinois Honorable Gregory Harris (D) House of Representatives 13 th District State of Illinois Honorable Michelle Mussman (D) House of Representatives 56 th District State of Illinois Honorable Delia C. Ramirez (D) House of Representative 4 th District State of Illinois Sue Scherer (D) House of Representatives 96 th District State of Illinois Daniel M. Swanson (R) House of Representatives 74 th District State of Illinois Sally Turner (R) House of Representatives 44 th District State of Illinois Honorable Kathleen Willis (D) House of Representatives 77 th District State of Illinois

6. Data Support and Equity

DATA SUPPORT

1. Describe the data used to design your proposal and the methodology of collection

In addition to the data utilized in the HFS transformation report, the Project On-Ramp clinical model has been developed and proven through demonstration projects that analyzed hospital and ED utilization, total costs, and costs associated with key healthcare conditions. A summary of this outcome data is supplied in the attachment I.



IHPA is able to track HEDIS closures in real time through provider self-report, and through claims engines. IHPA compiles utilization and cost data through our access to member claims history. IHPA

also participates in clinical rounds with providers that enable us to understand qualitative aspects of care that impact the system as a whole, as well as barriers to care.

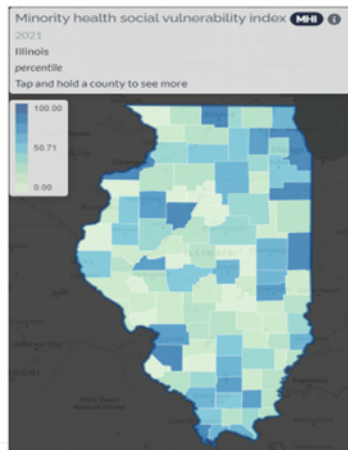
In this way, IHPA is in the unique position of using its own data to demonstrate the efficacy of the Project On-Ramp model in real world circumstances, as opposed to projecting the results associated with evidence-based processes into scenarios that may or may not resemble the experimental conditions under which the evidence-based practice was tested.

IHPA uses statewide data from several health vulnerability indices to help providers learn more about the context they are operating in.

***Attachment VII Metopio Minority Health Vulnerability Index Insight**

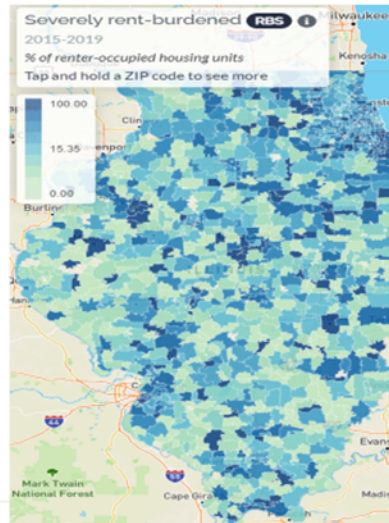
Attachment VII

Metopio Insights-Minority Health Social Vulnerability Index



*Attachment VIII Metopio Rent Burden Insight

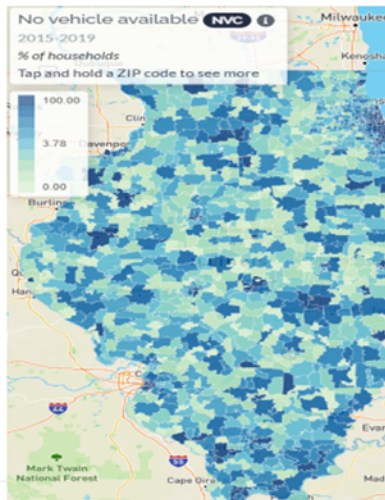
Attachment VIII Metopio Insights-Severe Rent Burden



18

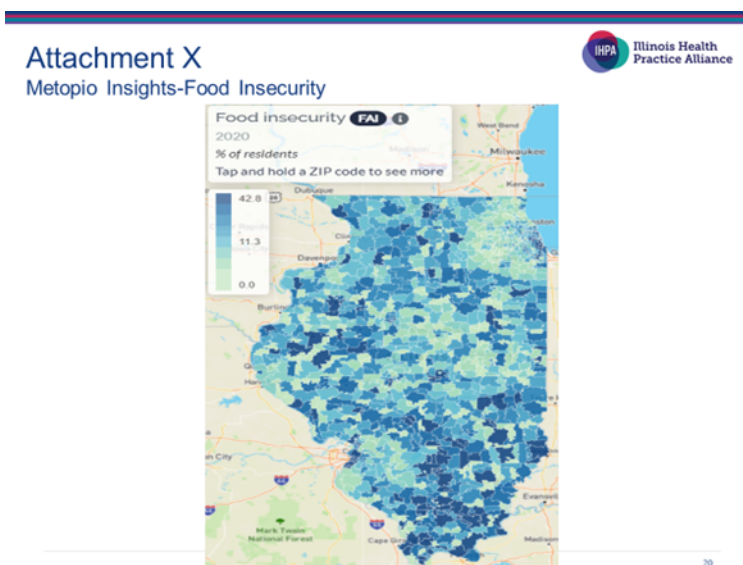
*Attachment IX Metopio Transportation Equity Insight

Attachment IX Metopio Insights- No Vehicle Availability



19

*Attachment X Metopio Insight- Food Insecurity



7. HEALTH EQUITY AND OUTCOMES

1. Name the specific healthcare disparities you are targeting in your service area, including by race and ethnicity. Describe the causes of these disparities that your project specifically seeks to address and explain why you have chosen to address these causes.

As outlined in other sections, a core healthcare disparity Project On-Ramp targets is the lack of proactive, outpatient care for disease processes like diabetes, heart disease, and psychiatric disorders that leads to the worsening of these conditions, resulting in the need for avoidable hospital-based care. As outlined previously, the reasons for this over-reliance on hospital-based care are multifarious and include transportation-equity issues and housing equity issues. The attached data describing rent burden and transportation equity illustrates how these concerns align along racial lines, attachment VIII. The Project On-Ramp Initiative targets social determinant disparities such as housing, transportation, food insecurity, and barriers such as mistrust of the healthcare system, difficulty finding appropriate services, lack of disease education, and lack of knowledge of symptoms and early warning signs.

The causes of these disparities go back to structural geographic segregation and racism. Infrastructure in predominantly Black and Latino areas lags other areas, leading to poorer public transportation options. Less affordable housing in urban centers means people need to live farther from where they work, exacerbating transportation woes. The spillover effect of these circumstances into healthcare occurs when people can't get to needed medical appointments, and don't have the resources and stability to address medical needs.

The specific activities Project On-Ramp will undertake to overcome these barriers includes linking people to resources to improve their transportation and housing situation. All IHPA providers have access to the NowPow referral platform, which contains over 30,000 resources for addressing social

determinant of health needs. IHPA outreach workers, hired from the communities they serve and trained in the needs of their fellow community members, meet with people to elicit motivation to participate in proactive healthcare, and help them address barriers to obtaining healthcare. The immediate, measurable impacts include greater engagement with outpatient care, and less utilization of hospital-based care for chronic conditions.

2.What activities will your collaborative undertake to address the disparities mentioned above? What immediate, measurable, impacts will follow from these activities that will show progress against the obstacles or barriers you are targeting?

Many of the activities in Project On-Ramp are proven to be impactful through demonstration projects because they directly address the root causes leading to poor outcomes for the specific groups impacted by health equity disparities, and the enhancements that Project On-Ramp offers to the demonstration projects takes this further with enhanced focus on prevention and primary care conditions. The immediate impacts will be seen in HEDIS metrics, reduced hospital and ED utilization, increased outpatient engagement, and decrease total cost of care for this member population. The demonstration project pertained to a small cohort of members; project On-Ramp will greatly enhance the number of members reached, and the extent to which providers are able to address their integrated care needs. IHPA will also provide targeted education/prevention and early detection for the target medical conditions for the segment of the population that meets health equity criteria and is not yet burdened with one or more of the medical illnesses targeted.

3. Why will the activities you propose lead to the impact you intend to have?

As an example, IHPA through our partnership with the Cook County Sheriff's office, is able to know when our attributed members enter and leave the jail. It is well understood that people from Black communities are disproportionately incarcerated, their health conditions often criminalized. IHPA providers intervene when members are discharged from the jail, to identify the root causes, and attempt to get the member back in care if they desire. IHPA is unique in its ability to reconcile member's incarceration experience with their claims history, to understand how health conditions and incarceration are intertwined.

6. Access to Care

1.Name the specific obstacles or barriers to healthcare access you are targeting in your service area. Describe the causes of these obstacles that your project specifically seeks to address and explain why you have chosen to address these causes.

Project On-Ramp addresses the barriers outlined in the HFS needs assessment: lack of information and lack of resources, recognizing the need for care but deciding not to get care, not knowing signs and symptoms for when care is needed, previous negative health experiences, creating hesitancy to seek care, not knowing about services available in the community, transportation problems, long wait times, not understanding medical terms and instructions, issues with service quality, issues with cultural competence of services, and difficulty following through with care plan due to financial strains, social isolation, and lack of resources. The barriers in the HFS needs report have been targeted because IHPA is in the unique

position to address them through Project On-Ramp. Addressing them will Improve health outcomes, make use of traditional medical and behavioral health services, and demonstrate improved member quality of life.

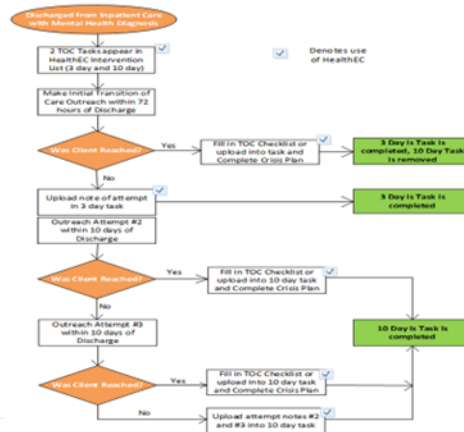
2.What activities will your collaborative undertake to address the disparities mentioned above? What immediate, measurable, impacts will follow from these activities that will show progress against the obstacles or barriers you are targeting?

The following touchpoints outline the Project On-Ramp strategy to enhancing access to care:

- IHPA providers have developed disease education materials that are designed to be deployed by behavioral health clinicians, and non-medical subject matter experts such as peer outreach workers, to provide information about primary care conditions. IHPA will train all providers in the use of these materials and deploy them in a targeted manner throughout the network. These tools provide a concrete intervention that will help motivate people to engage in proactive care of their chronic conditions, clarify the consequences of not getting care, and feel prepared for their physician visits.
- IHPA providers are skilled in Motivational Interviewing to elicit motivation and self-efficacy to get help with recognized (and unrecognized) conditions and have received network-wide training in this paradigm. Motivational enhancement strategies are actively used by providers to improve access to needed services.
- IHPA providers have access to the NowPow directory and referral system to identify appropriate providers with immediate availability and make seamless referrals with a proprietary IHPA universal consent. IHPA providers can launch directly into the NowPow platform from HealthEC within the member context, yielding a seamless integration experience for the end user. IHPA providers escort members to appointments, support applications, if needed, and coordinate with providers who they are referring to. This includes follow-up to ensure able to get to appointment, appointment was kept, resources are able to be accessed.
- Project On-Ramp will give IHPA funds to pay for transportation, teach people how to schedule a ride, provide phones with apps to be able to schedule rides - resources to address transportation burdens and other social determinant-related barriers to care. Partnerships with Uber and Divvy give IHPA providers tools to help members address transportation gaps and barriers, even for members who lack access to related apps and devices themselves by allowing providers to order rides for members through a HIPAA compliant portal.
- IHPA has an established care transition methodology to make sure members understand medical instructions and can capitalize on gains made in acute care settings. Built based on input from the IHPA Clinical Operations Committee, these activities are supported by training resources available in the IHPA provider manual, on-boarding, and through IHPA University. Transition of Care workflow included in attachment IV.

Attachment IV

Transition of Care(TOC) and Crisis Plan Workflow



- IHPA providers employ a workforce that includes people with similar ethnicity of those served – people from the communities they serve – to perform culturally competent outreach that engages people and helps them overcome previous negative healthcare experiences. IHPA providers engage in a number of diversity-based efforts, including the formation of diversity committees, creating in-house diversity trainings for direct service staff and supervisors, hiring consultants to lead workgroups and trainings, adding related materials to employee onboarding, incorporating diversity into their mission statements, hiring executive-level positions specifically to address diversity issues, and participating in and leading community collaboratives to address the subject.
- IHPA reviews population health data insights with its providers each month at network meetings that examine big picture issues shaping member's contexts that impact their health conditions.

3. Why will the activities you propose lead to the impact you intend to have?

Immediate and measurable impacts will be seen in the proportion of members that access outpatient care pre and post enrollment in Project On-Ramp. Project On-Ramp will align our reporting with the metrics identified in the HFS Needs Assessment to demonstrate results and effectiveness.

9. Social Determinants of Health

1. Name the specific social determinants of health you are targeting in your service area. Describe the causes of these social determinants that your project specifically seeks to address and explain why you have chosen to address these causes.

Project On-Ramp proposal targets housing, transportation, employment, and food insecurity, among other social determinant factors. IHPA has partnered with NowPow to integrate their referral system to over 30,000 resources throughout the state that helps members address social determinant needs. Many of these social determinant factors are caused by structural social issues including racism, poverty, and lack of support systems. IHPA has chosen to address these issues because this is a primary way to make significant gains toward achieving healthcare equity. The data outlined in previous sections shows how housing, transportation, and English proficiency align with health outcomes, and it is key that providers understand these contextual factors in their 1:1 meeting with members.

2. What activities will your collaborative undertake to address the disparities mentioned above? What immediate, measurable, impacts will follow from these activities that will show progress against the obstacles or barriers you are targeting?

IHPA is able to track the referrals that are made to meet these needs through the NowPow platform. IHPA providers then assist with a warm handoff to the receiving partner, track engagement with the referral, and address any observed barriers to utilizing the referral. Developing an ERx – NowPow's proprietary assessment of social determinant needs, is a core requirement for every Project On-Ramp participant. This will provide an immediate gauge of social determinant needs to benchmark success in fulfillment of those needs through appropriate referrals.

3. Why will the activities you propose lead to the impact you intend to have?

The effectiveness of these activities flows from the ability of the NowPow platform to link members to the best available resources in their geographic areas. NowPow's proprietary algorithms gauge which resources are best suited to a given member's situation. Resources are matched based on a detailed understanding of member demographics, eliminating the unnecessary guesswork and legwork of providers and members vetting resources themselves. Providers can see the longitudinal referral history for a given member, including referrals that have been made for the member by other providers. Providers are able to push detailed information about the referral to the member through email and text.

10.Care Integration and Coordination

1. Describe how your proposal improves the integration, efficiency, and coordination of care across provider types and levels of care.

The Project On-Ramp proposal is groundbreaking in its ability to improve the efficiency, integration, and coordination of care across provider types and levels. IHPA providers are able to share HIPPA-protected information with each other via our Organized Health Care Arrangement (OHCA). IHPA providers have the skills necessary, developed through extensive training, to engage members in a culturally competent manner. IHPA providers recognize the need to use these relationships to help members get their full spectrum of behavioral health and primary care needs addressed. For the first time, behavioral health providers are able to see if a member is appropriately utilizing their assigned PCP and understand utilization. Our care coordination huddles address the full needs of the member when providing care and train providers to incorporate the primary care needs of their members into overall care planning. Providers are also able to identify other participating providers through the member's claims record, which they can access in HealthEC. This allows providers to understand the involvement of other providers in each member's care team and address these implications when serving their members.

2. Do you plan to hire community health workers or care coordinators as part of your intervention?

Yes

2A. Please submit care coordination caseload numbers and cost per caseload (stratified by risk, if applicable).

As outlined in our data summary, our Providers anticipate hiring community health workers who live in the communities they serve to perform culturally competent outreach, employing people who themselves have navigated the complex health system successfully, including community members/neighbors who are from their church or shop at the same grocery store, sensitive to participant's fears and mistrust – people who look like them, speak their native language, and perhaps have experienced homelessness themselves.

The annual projections for Project On-Ramp census are the following:

	Y1	Y2	Y3	Y4	Y5	Y6
Total	326	826	750	500	400	150

The workload is distributed among the IHPA network of providers, leveraging whenever possible their pre-existing adaptations to and knowledge of the communities they serve. Our providers have established staffing models against the projected attribution membership by provider, including anticipated hiring needs and per-provider workload.

3. Are there any managed care organizations in your collaborative?

Yes

3A. Please list the names of the managed care organizations in your collaborative.

IHPA is contracted with Meridian and Aetna Better Health. IHPA itself counts Centene as a joint venture partner. Managed care organizations participate in IHPA at our board level, and we also interact regularly with managed care organizations through our Joint Operating Committees and clinical rounds.

11.Minority Participation and Jobs

List entities here:

ComWell – BEP Vender

Transitions of Western Illinois – BEP Vender

Link and Options Center/Dr Twin Green – BEP Vender

Thresholds – Illinois Housing Department Authority Black, Indigenous and People of Color (BIPOC) Vender

Bobby E. Wright Community Behavioral Health Center – Minority Lead/Governed

Habilitative Systems, Inc. – Minority Lead/Governed

Healthcare Alternative Systems (HAS) – Minority Lead/Governed

IHPA has seven Providers who have elected to join Project On-Ramp as participating providers and are either Business Enterprise Program participants or would qualify if they were for-profit rather than not-for-profit organizations. This group represents 24% of the 29 IHPA providers who are participating in Project On-Ramp and includes:

IHPA is currently working on a number of initiatives focused on development for our providers serving minority communities as well as advocacy with the State Senate to pass House Bill 721 that would permit non-profit entities who meet the guidelines for the Business Enterprise Program (BEP)/Women Enterprise Program (WEP) to become certified. IHPA projects over 40% of our current provider network including the providers listed above would qualify for certification if this bill passes. In addition, IHPA is developing a pilot treatment program focused on engagement of people that present in living rooms and crisis centers who don't engage in outpatient care, with a special focus on providers serving minority and underserved communities.

2. Please describe the respective role of each of the entities listed above, and specify whether they will have a role only during the implementation of your proposal or if they will have a role in the ongoing operation of your transformed delivery system.

The providers who are either BEP or look-a-like non-profits Providers who would qualify to be BEP if they were for-profit Providers, are all owner members of the IHPA provider network and invested in equity positions within our organization. Most importantly they are all direct service members of our network, have participated in designing the IHPA Project On-Ramp model, are active members of our four IHPA member pilots for integrated health home and substance use treatment, and are actively engage in management of the company either through leadership or participation in the Board of Managers or on the Clinical Committee of the Board of Managers. In addition, of the 187 new positions our Project On-Ramp providers anticipate hiring, 30% of those positions will be hired by the Providers who either are BEP or would qualify if not for their not-for-profit status.

12. Jobs

Existing Employees

1. For collaborating providers, please provide data on the number of existing employees delineated by job category, including the zip codes of the employees' residence and benchmarks for the continued maintenance and improvement of these job levels.

The providers who are participating in the Project On-Ramp currently employee over 7,200 residents across Illinois representing over 877 of the State's 1,366 zip codes as evidence by attachment XIII. The capacity of IHPA providers to recruit, hire, and retain staff was challenging prior to the onset of the COVID pandemic and, due to COVID complications, has become a major workforce crisis. IHPA has set a benchmark of having 25% of the projected 190 open positions our Project On-Ramp Providers have identified to be filled by implementation of the pilot. By the end of 2022, 60% of the positions will be filled with the remaining filled by the close of the second quarter of year two of the Project On-Ramp pilot. The Illinois Department of Healthcare and Family Services assisted the IHPA provider community

to ensure access to care during the COVID crisis by pausing redeterminations, providing enhanced rates, and ensuring telemedicine services could be reimbursed.

While these measures have been helpful, IHPA Providers continue to report substantial market barriers to recruiting and retaining staff that include:

- Reimbursement structures that do not permit them to compete with other employers in their markets on compensation and benefit packages resulting in positions being opened in over a year for some positions.
- Employee benefit costs that in some circumstances, have risen 70% over the past five years adding to the challenge.
- Administrative requirements that exist in the Community Mental Health Center space when caring for Medicaid members that do not exist for other Medicaid providers offering behavioral health care services or clinicians who care for members insured through commercial or Medicare benefits.
- Competing with other entities such as private practice, health systems, managed care organizations and the prison system for critically needed staff such as Licensed Clinical Social Workers (LCSWs).

The \$65.4 million fiscal year 2022 relief packages recently announced by the Illinois Department of Healthcare and Family Services (HFS) and the Illinois Department of Human Services (IDHS) will assist the behavioral health provider community with overcoming these challenges. IHPA will continue to work with its provider community and leadership at HFS and IDHS to identify additional opportunities for improvement to ensure we have the workforce necessary to meet the deliverables of Project On-Ramp.

New Employment Opportunities

2. Please estimate the number of new employees that will be hired over the duration of your proposal

455

3. Describe any new employment opportunities in the future alignment of your proposal and how those opportunities reflect the community you serve.

Our providers currently project to deploy 455 staff in fulfillment of their Project On-Ramp deliverables. Of this number, 190 positions remain open and are anticipated to be filled during the implementation of Project On-Ramp.

In addition to the 190 new positions necessary for implementation of Project On-Ramp in year one, the IHPA providers participating in Project On-Ramp are projecting to hire 587 new staff during 2022 including 14 Leadership positions, 537 direct service/clinical positions, 46 support staff and 32 administrative and operations staff. This increase in 587 positions represents a roughly 8% increase in staffing for the 27 Providers in Project On-Ramp and should reflect itself in a substantial increase in member visits. Given the increased demand for behavioral health services resulting from the COVID pandemic's impact on residents of Illinois, IHPA providers will continue to add staff to respond to community demand. As evidenced by the listing reference above, the majority of new staff our Providers are planning to hire will direct service/clinical positions representing 91% of all open positions.

As Project On-Ramp work continues in years two through five of the programs, IHPA will work with our Provider network to identify clinical model improvement opportunities that can enhance member engagement in care. The best practices will not only enhance the results of the Project On-Ramp quality results but will also enhance the overall quality results for IHPA's over 45,000 attributed members. This work will advance the overall goal of IHPA's care model to increase engagement with community-based providers while reducing inappropriate emergency department or inpatient hospital stays. By deploying care teams that include clinicians as well as peers with lived experience in outreach and engagement roles, IHPA providers can be more responsive to the member's clinical and social needs.

4. Please describe any planned activities for workforce development in the project.

Since its founding in 2018, IHPA has offered an extensive array of training programs for members of our Provider community offered through our comprehensive training program, IHPA University. IHPA works with its provider community on an ongoing basis to identify training needs and implement proactive and responsive education programs to fill these needs. Many of these programs require the mandatory attendance of representatives from every IHPA provider to ensure the collective Provider community learns together. Examples of training programs offered includes:

- Fundamentals of Value Based Care, Pay for Reporting, Pay for Performance and Total Cost of Care Savings Pools.
- HEDIS Metrics: What Are They? How Do You Close Them and How Do They Impact Care?
- The IHPA Clinical Model and How it Leads to Improved Outcome Results.
- Outreach and Engagement Best Practices.
- Care Management Systems and Information: How to Drive Member Care.
- Management Quality Dashboards and How They Help Managers Manage Care.
- COVID Crisis: Best Practice from Provider Response
- Provider Onboarding: The IHPA Way (required attendance of all new IHPA Network Providers)
- Monthly New Employee Orientation to the IHPA Clinical Model and Care Management Platform

Since the implementation of IHPA University in March of 2019, IHPA has provided training to over 16,000 individual members of our provider leadership teams and staff. These educational training programs are recorded and retained in an online training portal that Providers utilize to orient new staff members to the work of IHPA. IHPA will enhance the work of IHPA University by developing and presenting workforce education and developing programming relevant to the work of Project On-Ramp with a focus on identified best practices on an ongoing basis from implementation to the conclusion of the Project in 2027. This programming will include training on soft skills associated with talking to members about integrated care needs, how to assess social determinant needs and link members to appropriate resources, how to provide members with basic education about disease processes, and training for supervisors in Motivational Interviewing adherence coding techniques. In addition, IHPA plans to develop and implement a cultural sensitivity series built on the diversity, equity and inclusion programming of our provider community.

IHPA has completed a workforce development survey with its Provider community and shared the summarized results of the survey with our colleagues at the University of Illinois Chicago a copy of which is included. For IHPA to be successful in caring for the members attributed to us, our Providers must be

able to recruit and retain the necessary staff to increase access to care for those they serve and to permit them to expand services. IHPA has been advocating with leaders throughout the State on the urgent workforce needs of our Providers. We will continue to not only advocate but work closely with leadership at the Illinois Departments of Healthcare and Family Services (HFS), Department of Human Services (DHS) and Department of Mental Health (DMH) as well as our elected officials and the centers being established for Behavioral Health Workforce Centers to ensure the pipeline of well-trained clinicians necessary to meet the demand for staff of our Providers with a special focus on the expansion of black and Latino clinicians joining this critical workforce.

13. Quality Metrics

1. Tell us how your proposal aligns with the pillars and the overall vision for improvement in the Department's Quality Strategy.

The IHPA Project On-Ramp Initiative Aligns with the five HFS Pillars of Improvement as follows:

Adult Behavioral Health and Child Behavioral Health

Consistent with the needs report and the HFS quality plan, we have selected metrics that track care transitions after acute visits, and outpatient utilization. Care transition metrics include the following cornerstone HEDIS metrics for behavioral health:

- 7- and 30-day FUH (Follow up after hospitalization for psychiatric reasons)
- 7- and 30-day FUM (Follow up post Emergency Department visit for psychiatric reasons)
- 7- and 30-day FUA (Follow up post Emergency Department visit for alcohol and other drug concerns)
- IET (initiation and engagement for substance use disorder treatment)

We have assigned a one percent (1%) quality withhold to each of the four metrics listed above, resulting in a total four percent (4%) withhold. If a participating provider does not perform at the IHPA 70th percentile benchmark or above with respect to national NCQA standards, they will not earn this quality withhold.

Historically, the IHPA network has demonstrated significant gains in these metrics relative to NCQA percentile rankings, and baseline MCO performance throughout the state, summarized in the attachment I.

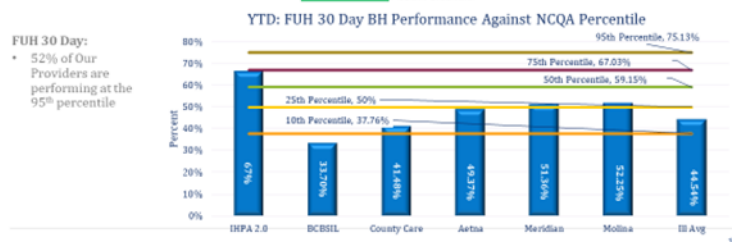
*Attachment I IHPA Providers Clinical Metric Performance

Attachment I IHPA Providers Clinical Metric Performance



Measure	IHPA	NCQA 50th Percentile	NCQA 75th Percentile	NCQA 95th Percentile
Behavior Health				
FUH 7 Day	50.00%	36.73%	43.20%	56.02%
FUH 30 Day	66.93%	59.26%	66.89%	75.13%
FUM 7 Day	27.78%	39.17%	49.73%	71.12%
FUM 90 Day	65.00%	55.23%	65.00%	80.26%
FUA 7 Day	41.00%	12.73%	17.83%	26.03%
FUA 30 Day	62.00%	19.44%	27.81%	35.71%
IET Initiation	63.00%	43.48%	48.29%	55.49%
IET Engagement	37.00%	14.14%	18.57%	26.15%

Key:
 > 75th Percentile
 > 95th Percentile



FUH 30 Day:
 • 52% of Our Providers are performing at the 95th percentile

Additionally, Project On-Ramp will incorporate the following metrics:

- Pharmacotherapy for Opiate Use Disorders (POD)
- Follow-Up After High-Intensity Care for Substance Use Disorder (FUI)
- Adult access to preventive/ambulatory health services (AAP)

The IHPA network features a number of providers who are MAT prescribers and administrators. IHPA providers have the ability to make referrals for this type of treatment utilizing a customized universal consent that applies to all services within the IHPA network.

Equity

The needs report contends that people in these geographies obtain treatment in hospitals and emergency departments at an elevated rate for these conditions. A corollary of this is that relatively low utilization of outpatient care for these conditions constitutes an important health equity disparity.

One of the best mechanisms to drive utilization toward an outpatient system of care is through care transitions following hospital and ED visits. IHPA is able to prescribe specific interventions to accompany these care transitions, and to track the network's rate of follow up in real time. IHPA has an established care transition process referenced in attachment IV that ensures members understand their discharge plans, have access to resources to follow through with discharge plans, and have resources to assist with new and foundational social determinant barriers to health.

Consistent with the needs report, another outcome measure will track the proportion of prior and subsequent outpatient care among members who received hospital-level care for targeted disease blocks. IHPA is the only network of its kind in Illinois that provides its clinicians with access to our members' full claims history. For each member in their panel, our providers can see all care being provided to their members, allowing them to more fully incorporate the needs of the whole person, including behavioral

and medical, into effective care plans. We also utilize the power of this data to track outcome measures in real-time, and track improvements relative to baseline and like cohorts.

Ultimately, it's important that this work not only demonstrates an improvement in health outcomes, but a fundamental improvement in quality-of-life measures, including whether or not members experience incarceration, homelessness, food insecurity, and unemployment, among others. As an example, it is well understood that behavioral health crisis situations often lead to a law enforcement response, and that criminal justice system involvement can be a consequence of untreated behavioral health conditions. Recognizing that the Cook County Sheriff's Office (CCSO) has implemented its own extensive behavioral health resources, IHPA has developed a partnership with the CCSO that allows IHPA to know when the members we serve enter and leave the jail. This means that we are able to track criminal justice system involvement as an outcome measure, and to help members when they transition out of the jail, in the hopes that this can improve health outcomes and reduce recidivism. IHPA providers know when the members they serve leave the Cook County jail, and when possible are provided with fresh contact information to facilitate an engagement opportunity. IHPA providers are able to monitor jail involvement and build interventions to help keep members out of jail. IHPA is already taking the lessons learned in this demonstration projection to our Provider network to encourage expansion of similar programming Statewide.

Maternal and Child Health

It is critical that expectant and new mothers obtain support related to their specialized medical needs, as well as social determinant needs that arise. Indeed, population health data suggests new mothers are particularly at risk for housing instability in their child's first year of life. For this reason, Prenatal and Postpartum Care (PPC) is included as an outcome measure. This insures timeliness of prenatal care, and the availability of postpartum care. Furthermore, providers insure that physicians handling psychiatric needs are coordinating with physicians addressing all other aspects of maternal health, and that psychiatric conditions do not arise or worsen during and after pregnancy. To address concerns about housing, members are aligned with the best resources available through the integrated HealthEC/NowPow platform.

Community-Based Services and Support

IHPA is able to track engagement with community-based services and supports through the integrated HealthEC/NowPow platform. Through this arrangement, the number of referrals can be tracked for various services, as can the response to referrals. This process is driven by a custom assessment tool to determine social determinant of health needs, and ensure the right resources are selected for the member's needs and geography.

In addition to the outcomes listed thus far, IHPA will work with its MCO partners to track the following outcomes for the members of Project On-Ramp, providing a direct window into gains made by this population throughout the course of the project. This offers an unparalleled snapshot of the health outcomes for this specific member population.

Metric			HFS Pillar: Adult BH	HFS Pillar: Child BH	HFS Pillar: Equity	HFS Pillar: Community Based Services and Support	HFS Pillar: Maternal and Child Health	HFS Quality Strategy Core Set	HEDIS
		CORE IHPA METRICS							
1.	Follow-Up After Hospitalization for Mental Illness (FUH), 7 day and 30 day		x	X				x	x
2.	Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA), 7-day and 30-day		x					x	x
3.	Follow-Up After Emergency Department Visit for Mental Illness (FUM), 7-day and 30-day		x	X				x	x
4.	Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment		x					x	x
		ENHANCED PROJECT ON-RAMP METRICS							
5.	Follow-Up After High-Intensity Care for Substance Use Disorder (FUI), and Pharmacotherapy for Opioid Use Disorder (POD)		x						x
6.	Pharmacotherapy for Opioid Use Disorder (POD)							x	x
7.	Behavioral health 30-day readmissions								x
8.	Acute Hospital Utilization								x
9.	Plan All-Cause Readmissions (PCR)								x
10.	Emergency Department Utilization (EDU)								x
11.	Adult access to preventive/ambulatory health services (AAP)				x				x
12.	Follow-Up After Emergency Department Visit for People with High-Risk Multiple Chronic Conditions (FMC)					x			x
13.	Cervical Cancer Screening*				X			x	
14.	Chlamydia Screening in Women Ages 21 to 24							x	
15.	Breast Cancer Screening*				X			x	
16.	Controlling High Blood Pressure*				x			x	
17.	Comprehensive Diabetes Care: Hemoglobin A1c (HbA1c) Poor Control							x	

<p>18. Prenatal and Postpartum Care (PPC)</p> <ul style="list-style-type: none"> • <i>Timeliness of Prenatal Care</i> • <i>Postpartum Care</i> 					x		
19. Successful Transition after Long-Term Care Stay				x			

14. Timeline, Budget, Sustainability

[illegible]

Assess Cohort Four Member Results				X	X	X	X	X	X			
Finalize Cohort Four Results										X	X	X

15.Budget

2. Number of Individuals Served Please project the number of individuals that will be served in each year of funding.

Year 1 Individuals Served

326

Year 2 Individuals Served

826

Year 3 Individuals Served

750

Year 4 Individuals Served

500

Year 5 Individuals Served

400

Year 6 Individuals Served

150

3.Alternative Payment Methodologies

Outline any alternative payment methodologies that your proposal might utilize for receiving reimbursement for services from MCOs.

IHPA currently has two value-based agreements (VBA) with two managed care organizations (MCOs). Our agreements with Meridian Health and Aetna Better Health of Illinois include a full risk capitation agreement covering sections 132/140 and 2060/2090 behavior health services and a fee-for-service agreement. Our proposal encourages and provides incentives to Providers to offer more appropriate outpatient services to this population. One alternative payment method that IHPA has successfully demonstrated and has proven very popular with Providers is reimbursement for outreach and engagement efforts. Providers are reluctant to expand resources that don't result in a billable opportunity to the Provider, resulting in a barrier to providing successful preventive care. IHPA currently chooses to reimburse Providers for member outreach and engagement either through a physical visit or a phone contact. These efforts often lead to a successful contact encounter with a member and the subsequent engagement of the members in care. IHPA has successfully broken down this barrier by

allocating its resources in a more successful and efficient manner. IHPA is utilizing our proof of concept to encourage the MCOs to provide similar reimbursement opportunities to our Providers. Implementation of Project On-Ramp and the demonstration results from the expansion of the members being impacted, will strengthen this argument to the payor community.

In addition to capitation, IHPA's current VBA includes a shared savings arrangement built around utilization management for inpatient and ED encounters for our attributed population. Our proposal metrics closely align with our value-based agreements and we intend to expand this portion of the agreement to further leverage alternative payment methodologies.

16. Sustainability

Include a narrative that describes how your budget will decrease reliance on Transformation funding over time and how reimbursements for services and other funding sources will increase and establish sustainability over time. (i.e. how will your project continue to operate without HTC funding?)

In particular, include how services that address social determinants of health will be funded on an ongoing basis (for example, through existing payment models, alternative payment methodologies for Medicaid services, or through other funding sources).

In your narrative, highlight any key assumptions that are critical to making your project sustainable.

IHPA currently funds, on a pilot basis, a demonstration project very similar to Project On-Ramp but with a smaller cohort of members. In 2020, IHPA successfully onboarded through our Provider network 26 IlliniCare (ICH) Health members and demonstrated dramatic results over a six-month process. This was funded using dollars from our capitation agreement with ICH. In addition, IHPA, under the ICH agreement, demonstrated a \$40.67 per member per month (PMPM) reduction in all inpatient costs for our 15k attributed members over a 14-month period. Funds from that shared savings arrangement were used to expand our pilot to cover an additional 117 Meridian members. By the end of year five in Project On-Ramp, IHPA projects the successful resolution of member needs will allow us to successfully shift the financial burden to IHPA via enhanced MCO agreement rates and shared savings opportunities.

With proof of concept, sustainability will occur by efficient management of increased capitation dollars and expansion of our shared savings arrangements in our current and future MCO value-based agreements. IHPA has demonstrated in the past that our network is capable of earning shared savings while expanding services, particularly those that directly affect social determinants of health, including housing, transportation, food insecurity, and employment. Providers are encouraged to take a creative approach to addressing member social determinant of health needs in order to use this as an engagement tool and arrive at custom-tailored solutions. Anecdotally, providers help members with the purchase of computers for college classes, needed repairs to vehicles, air purifiers to stabilize a living situation, even birthday gifts for a member's child. We have been able to model this on a small scale and with proof of concept, we will be able to scale this to impact more members.

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SPRINGFIELD, ILLINOIS
217-782-5350



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10055 W. ROOSEVELT RD. STE E
WESTCHESTER, IL 60154

ILLINOIS HOUSE OF REPRESENTATIVES
EMANUEL "CHRIS" WELCH
SPEAKER

November 1, 2021

Rashad K. Saafir, Ph.D.
President & CEO
Bobby E. Wright Comprehensive Behavioral Health Center
5002 W. Madison Street
Chicago, Illinois 60644

Dear Dr. Saafir:

I am pleased to provide this letter of support for Bobby E. Wright CBHC's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois (add House/Senate district number).

Warmest regards,

A handwritten signature in cursive script that reads "Emanuel P. Welch".

Emanuel "Chris" Welch
State Representative, 7th District
Speaker of the Illinois House

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ROOM 329 CAPITOL BUILDING
SPRINGFIELD, IL 62706
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COMMITTEES:

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CHAIRPERSON
EDUCATION
EXECUTIVE
HIGHER EDUCATION
LABOR

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KIMBERLY A. LIGHTFORD
SENATE MAJORITY LEADER
STATE SENATOR ▪ 4TH DISTRICT

November 3, 2021

Rashad K. Saafir, Ph.D.
President & CEO
Bobby E. Wright Comprehensive Behavioral Health Center
5002 W. Madison Street
Chicago, Illinois 60644

Dear Dr. Saafir:

I am pleased to provide this letter of support for Bobby E. Wright Comprehensive Behavioral Health Center's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. I commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

I consistently work to improve the health of our community members and I appreciate your efforts on their behalf. I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois Senate 4th District.

Best Regards,

A handwritten signature in black ink that reads "Kimberly A. Lightford".

Senator Kimberly A. Lightford
Senate Majority Leader | 4th District

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247-E STRATTON
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217.557.4502 FAX
Repford@lashawnford.com



La Shawn K. Ford
State Representative
8th District

October 28, 2021

Rashad K. Saafir, Ph.D.
President & CEO
Bobby E. Wright Comprehensive Behavioral Health Center
5002 W. Madison Street
Chicago, Illinois 60644

Dear Dr. Saafir:

I am pleased to provide this letter of support for Bobby E. Wright, CBHC Inc. participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois.

Sincerely,

A handwritten signature in black ink, appearing to be "LSF", written over a faint, large watermark of the Seal of the State of Illinois.

La Shawn K. Ford
State Representative--Eighth District

ILLINOIS HOUSE OF REPRESENTATIVES

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WOODHULL, IL 61490

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- AGRICULTURE & CONSERVATION
- APPROPRIATIONS - PUBLIC SAFETY
- ELEMENTARY & SECONDARY EDUCATION - SCHOOL CURRICULUM & POLICIES
- MENTAL HEALTH & ADDICTION
- POLICE & FIRE
- VETERANS' AFFAIRS

DANIEL M. SWANSON
STATE REPRESENTATIVE • 74TH DISTRICT

October 25, 2021

William Nelson
Bridgeway Inc.
2323 Windish Drive
Galesburg, IL 61401

Dear Mr. Nelson,

I am please to provide this letter of support for Bridgeway Inc.'s participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership is caring for our community and my constituents in the Illinois House District 74.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Swanson", followed by a long horizontal line.

Daniel M. Swanson
State Representative

103C State House
Springfield, Illinois 62706
217-782-2479
FAX: 217-782-9586

3701 E. Lake Centre Dr., Ste. 3
Quincy, Illinois 62305
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STATE OF ILLINOIS
101ST GENERAL ASSEMBLY
ILLINOIS STATE SENATE

JIL TRACY
STATE SENATOR
47TH DISTRICT
SENATE MINORITY WHIP
Email: senatortracy@adams.net

October 19, 2021

William Nelson
Bridgeway Inc.
2323 Windish Drive
Galesburg, IL

Dear Mr. Nelson,

I am pleased to provide this letter of support for Bridgeway Inc.'s participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot Proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities' most vulnerable members get the support they need for their social needs and can focus on improving their health. Our goal is to always work to improve the lives of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in Illinois' 47th Senate District.

Sincerely,

A handwritten signature in cursive script that reads "Jil Tracy".

Jil Tracy

State Senator 47th District

ILLINOIS HOUSE OF REPRESENTATIVES

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331 NORTH LAFAYETTE
MACOMB, ILLINOIS 61455
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217-557-4530 (FAX)

NORINE K. HAMMOND
STATE REPRESENTATIVE • 93RD DISTRICT

October 18, 2021

William Nelson
Bridgeway, Inc.
2323 Windish Drive
Galesburg, IL 61401

Dear Mr. Nelson,

I am please to provide this letter of support for Bridgeway Inc.'s participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership and caring for our community and my constituents in the Illinois House District 93.

Sincerely,

A handwritten signature in black ink that reads "Norine K. Hammond". The signature is fluid and cursive, with the first name "Norine" being the most prominent.

State Representative Norine K Hammond
93rd District



WIN STOLLER

STATE SENATOR • 37TH DISTRICT

SENATORSTOLLER@GMAIL.COM • WWW.SENATORSTOLLER.COM

October 27, 2021

William Nelson

Bridgeway Inc.

2323 Windish Drive

Galesburg, IL 61401

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SPRINGFIELD, IL 62706
(217) 782-1942

DISTRICT OFFICE:

5415 N. UNIVERSITY
SUITE 105
PEORIA, IL 61614
(309) 693-4921

Dear Mr. Nelson:

As the State Senator who represents constituents who are served by Bridgeway Inc., I am writing to provide my full support for their request to participate in the Illinois Health Practice Alliance's Project On Ramp HFS Transformation Pilot Program.

I commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients within the 37th Senate District. I believe that Bridgeway Inc.'s participation in the Project On Ramp program will help ensure our communities most vulnerable will receive the support that they desperately need and deserve. I greatly appreciate Bridgeway Inc.'s efforts to provide improved health care services to our community members.

Again, I would like to express my strong support for Bridgeway Inc.'s participation in this pilot program, and I thank them for their continued commitment to providing care to the people of the 37th Senate District.

Respectfully,

A handwritten signature in black ink, appearing to read "Win Stoller", is written below the word "Respectfully,".

Win Stoller
State Senator, 37th District

ILLINOIS HOUSE OF REPRESENTATIVES

DISTRICT OFFICE:
143 S. MAIN STREET
RED BUD, ILLINOIS 62278
PHONE: 618.282.7284
EMAIL: friess@ilhousegop.org



SPRINGFIELD OFFICE:
208 - N STRATTON OFFICE BUILDING
SPRINGFIELD, ILLINOIS 62706
PHONE: 217.782.1018

DAVID FRIESS
STATE REPRESENTATIVE • 116TH DISTRICT

10/13/21

ComWell
Attn: Shea Haury
10257 State Route 3
Red Bud, IL 62278

Dear Ms. Haury,

I am pleased to provide this letter of support for ComWell's participation in the Illinois Health Practice Alliance Project On-Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project OnRamp will help ensure our communities' most vulnerable members get the support they need for their social needs, such as housing, food, or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members, and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois House District #116.

Sincerely,

A handwritten signature in blue ink that reads "D. Friess".

David Friess
State Representative
116th District



TERRI BRYANT
STATE SENATOR
58TH SENATE DISTRICT

October 14, 2021

ComWell
Attn: Shea Haury
10257 State Route 3
Red Bud, IL 62278

Dear Ms. Haury,

I am pleased to provide this letter of support for ComWell's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois Senate District #58.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Bryant".

Senator Terri Bryant
Senate District #58

ILLINOIS STATE SENATE

SPRINGFIELD OFFICE:
311 B CAPITOL BUILDING
SPRINGFIELD, ILLINOIS 62706
PHONE: 217.782.5247

DISTRICT OFFICES:
35 EXECUTIVE PLAZA COURT
MARYVILLE, ILLINOIS 62062
PHONE: 618.251.9840

111 N WOOD RIVER AVE. SUITE A
WOOD RIVER, ILLINOIS 62095
BY APPOINTMENT ONLY



COMMITTEES:
JUDICIARY - CHAIRWOMAN
LABOR
LICENSED ACTIVITIES
TOURISM & HOSPITALITY
VETERANS AFFAIRS

RACHELLE CROWE
STATE SENATOR • 56TH DISTRICT

WWW.SENATORCROWE.COM

Nov. 17, 2021

Director Theresa Eagleson
Illinois Department of Healthcare and Family Services
Prescott Bloom Building
201 South Grand Ave. East
Springfield, IL 62763

Dear Director Eagleson,

I write to express my support for the Gateway Foundation's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. This project aims to introduce improved care models that can transform the health care outcomes for Medicaid recipients across Illinois.

Gateway Foundation's participation in the proposed Project On Ramp will serve as an integrated health home model designed to care for members with excessive utilization of inpatient and emergency care services. With over 50 years of experience in treating substance use disorders, I have full faith that Gateway Foundation's participation will bring needed expertise and resources to the group of providers that make up this collaborative team.

This project will help ensure residents have access to the support they need. My goal is to improve the health of our community members, and we appreciate the efforts proposed by this collaborative. Thank you for your continued partnership in caring for our community.

Sincerely,

A handwritten signature in cursive script that reads "Rachelle A. Crowe".

Rachelle Aud Crowe
State Senator | 56th District

CAPITOL OFFICE
247-E STRATTON
BUILDING
SPRINGFIELD, IL 62706
217.782.5962 OFFICE
217.557.4502 FAX
Repford@lashawnford.com



La Shawn K. Ford
State Representative
8th District

November 15, 2021

Theresa Eagleson
Director
Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue
Springfield, IL 62763.

Dear Director Eagleson,

I am pleased to provide this letter of support for the Gateway Foundation's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. This project aims to introduce new models of care that can transform the healthcare outcomes for Medicaid recipients in our community and across Illinois.

Gateway Foundation's participation in the proposed Project On Ramp that will serve as an integrated health home (IHH) clinical model designed to care for members with excessive utilization of inpatient and emergency care services resulting from both their behavioral health/substance abuse issues as well as significant social determinant of health issues such as lack of housing, food or employment that compound their medical condition is commendable.

With over 50 years of experience in treating substance use disorders and established roots in Chicago and Southeastern Illinois' most vulnerable communities, I have full faith that Gateway Foundation's participation will bring needed expertise and resources to the group of providers that make up this collaborative team. Project On Ramp will help ensure our communities' most vulnerable members get the support they need for their social needs and my goal is to always work to improve the health of our community members and we appreciate the efforts proposed by this collaborative.

I look forward to hearing about this project's approval and progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents.

Sincerely,

A handwritten signature in black ink, appearing to be "LSF", written over a horizontal line.

La Shawn K. Ford
State Representative--Eighth District

Illinois State Senator

Capitol Office:
627 State Capitol
Springfield, IL 62706
(217) 782-5652

District Office:
2511 W. Division St.
Chicago, IL 60622
(773) 292-0202

Satellite Office:
4053 W. Armitage Ave.
Chicago, IL 60639
(773) 292-0202



Omar Aquino
Majority Caucus Whip
State Senator 2nd District

Committees:
Appropriations App - General Services
(Sub-Chair)
Education
Energy and Public Utilities
Executive
Executive Appointment
Higher Education
Human Rights
Redistricting (Chairperson)

November 17, 2021

Theresa Eagleson
Director
Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue
Springfield, IL 62763.

Dear Director Eagleson,

I am pleased to provide this letter of support for the Gateway Foundation's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. This project aims to introduce new models of care that can transform the healthcare outcomes for Medicaid recipients in our community and across Illinois.

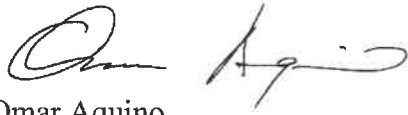
Gateway Foundation's participation in the proposed Project On Ramp that will serve as an integrated health home (IHH) clinical model designed to care for members with excessive utilization of inpatient and emergency care services resulting from both their behavioral health/substance abuse issues as well as significant social determinant of health issues such as lack of housing, food or employment that compound their medical condition is commendable.

With over 50 years of experience in treating substance use disorders and established roots in Chicago and Southeastern Illinois' most vulnerable communities, I have full faith that Gateway Foundation's participation will bring needed expertise and resources to the group of providers that make up this collaborative team.

Project On Ramp will help ensure our communities' most vulnerable members get the support they need for their social needs and my goal is to always work to improve the health of our community members and we appreciate the efforts proposed by this collaborative.

I look forward to hearing about this project's approval and progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in Illinois (add House/Senate district number).

Sincerely,

A handwritten signature in black ink, appearing to read "Omar Aquino". The signature is fluid and cursive, with the first name "Omar" and last name "Aquino" clearly distinguishable.

Omar Aquino
State Senator, Illinois District 2

COMMITTEES:

PUBLIC HEALTH, CHAIR
COMMERCE & ECONOMIC
DEVELOPMENT
CRIMINAL LAW
ENERGY
GAMING
STATE GOVERNMENT



November 15, 2021

STATE SENATOR
PATRICIA VAN PELT
5TH LEGISLATIVE DISTRICT OF ILLINOIS

Theresa Eagleson
Director
Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue
Springfield, IL 62763

Dear Director Eagleson,

This letter of support is written on behalf of Gateway Foundation's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. This project aims to introduce new models of care that can transform the healthcare outcomes for Medicaid recipients in communities across Illinois.

Gateway Foundation's participation in the proposed Project On Ramp will serve as an integrated health home (IHH) clinical model designed to care for members with excessive utilization of inpatient and emergency care services resulting from both their behavioral health/substance abuse issues. Additionally, this program is designed to be a significant social determinant of health issues such as lack of housing, food or employment that compound medical conditions.

With over 50 years of experience in treating substance use disorders and established roots in Chicago and Southeastern Illinois' most vulnerable communities, Gateway Foundation's participation will help communities' most vulnerable get the support they need for their social needs. It is my recommendation that Gateway Foundation is considered for this collaborative.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "P. Van Pelt".

State Senator Patricia Van Pelt
5th Legislative District

District Office
4053 W. Armitage Ave
Chicago, IL 60639
(773) 799-8219



Springfield Office
200-5S Stratton Building
Springfield, IL 62706
(217) 782-0150

Delia C. Ramirez
4th District State Representative

September 21, 2021

Illinois Health Practice Alliance
77 W. Wacker
Chicago, IL 60601

To whom it may concern:

I am pleased to provide this letter of support for Healthcare Alternative Systems Inc.'s participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities' most vulnerable members, get the support they need for their social needs and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership and caring for our community and my constituents in the Illinois House 4th District.

Sincerely,

A handwritten signature in blue ink, appearing to read "Delia C. Ramirez".

Delia C. Ramirez
4th District State Representative

DANNY K. DAVIS

7TH DISTRICT, ILLINOIS



COMMITTEE ON
WAYS AND MEANS

CHAIRMAN:
WORKER AND FAMILY SUPPORT

SUBCOMMITTEE:
TRADE

COMMITTEE ON
OVERSIGHT AND REFORM

SUBCOMMITTEES:
CIVIL RIGHTS AND CIVIL LIBERTIES
GOVERNMENT OPERATIONS

☐ WASHINGTON OFFICE:
2159 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5006
(202) 225-5641 (fax)

☒ CHICAGO OFFICE:
2813-15 W 5TH AVENUE
CHICAGO, IL 60612
(773) 533-7520
(773) 533-7530 (fax)

Congress of the United States

House of Representatives

September 30, 2021

Mr. Ed Stellan, MA, MS, CADC
Executive Director, Heartland Alliance Health
4750 N Sheridan Rd,
Suite 469
Chicago, IL 60640-5078

Dear Mr. Stellan:

Please accept this communique as a letter of support for Heartland Alliance Health's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot Program. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf. I look forward to hearing about your project approval and your progress once the program is initiated.

Thank you for your continued partnership in caring for our community and constituents in the 7th Congressional District of Illinois.

Sincerely,

Danny K. Davis
Member of Congress, IL-7th District

DKD:jmw



ILLINOIS HOUSE OF REPRESENTATIVES

GREGORY S. HARRIS

HOUSE MAJORITY LEADER

13TH DISTRICT

1967 W. MONTROSE
CHICAGO, ILLINOIS 60613
773/348-3434

300 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706
217/782-3835

September 28, 2021

Ed Stellan, MA, MS, CADC
Executive Director of Heartland Alliance Health
4750 N Sheridan Rd, Suite 469
Chicago, IL 60640-5078

Dear Ed,

I am pleased to provide this letter of support for Heartland Alliance Health's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform outcomes for Medicaid recipients in our community.

Project On Ramp will help ensure the most vulnerable members in our community get the support they need to address the social determinants of health so they can focus on improving their wellbeing. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents here in Illinois' 13th district.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read "Greg Harris", is written over a horizontal line.

Greg Harris
Majority Leader
Illinois House of Representatives

ILLINOIS HOUSE OF REPRESENTATIVES

E-2 STRATTON OFFICE
BUILDING
SPRINGFIELD, IL 62706
217.524.0353



DISTRICT OFFICE
1301 E. MOUND RD.
SUITE 270
DECATUR, IL 62526
217.877.9636

SUE SCHERER

STATE REPRESENTATIVE
96th DISTRICT

November 5, 2021

Candi Clevenger
151 North Main Street
Decatur, IL 62523

Dear Ms. Clevenger,

I am pleased to provide this letter of support for Heritage Behavioral Health Center's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure that our community's most vulnerable members get the support they need for their social needs, such as housing, food, or employment, and can then focus on improving their health. Our goal is to always work to improve the health of our community members, and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois 96th House District.

Sincerely,

A handwritten signature in cursive script that reads "Sue Scherer".

Sue Scherer
State Representative, 96th District



MICHELLE MUSSMAN
STATE REPRESENTATIVE • 56TH DISTRICT

October 6th, 2021

Re: Project On Ramp

To Whom It May Concern;

I am pleased to provide this letter of support for Kenneth Young Center's participation in the Illinois Health Practice Alliance Project *On Ramp* HFS Transformation Pilot proposal. After doing a little research on the initiative, we're excited to see this model being implemented. We know from the case work in our office, that without an integrated home that understands the entire needs of the person, it becomes difficult to resolve their issues so they can move forward. Not resolving issues, keeps them in a state of survival instead of growth.

Project On Ramp will really help to ensure our most vulnerable members get the support they need by looking at all of their social needs. Wrap around services including, housing, food, employment are some of the many needs that can prohibit wellness and keep a person in survival instead of growth. I can't think of a better social service agency than Kenneth Young to take on this task. Their history in care for our neighbors and constituents continue to impress me. They're always a phone call away and are such a reliable resource for our community.

We hope to hear that Kenneth Young has been approved for this project and we can continue to resolve the needs of our community, reduce the need for inpatient emergency care and increase the successes in stabilizing the needs of many.

Sincerely,

A handwritten signature in cursive script that reads "Michelle Mussman".

ILLINOIS HOUSE OF REPRESENTATIVES

DISTRICT OFFICE:
112 N. WOLF ROAD
NORTHLAKE, ILLINOIS 60164
TEL: 708-562-6970
FAX: 708-562-6974



SPRINGFIELD OFFICE:
632 STATE HOUSE
SPRINGFIELD, ILLINOIS 62706
TEL: 217-782-3374

KATHLEEN WILLIS
STATE REPRESENTATIVE
77TH DISTRICT

10/20/2021

Bruce Sewick, CEO
Leyden Family Service and Mental Health Center
10001 Grand Avenue
Franklin Park, IL 60131

Dear Bruce Sewick:

I am pleased to provide this letter of support for Leyden Family Service and Mental Health Center's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois 77th District.

Sincerely,

A handwritten signature in cursive script that reads "Kathleen Willis".

Representative Kathleen Willis

77th District



SENATOR SALLY J. TURNER
44TH SENATE DISTRICT

M103A STATE HOUSE
SPRINGFIELD, IL 62706
PHONE: 217/782-6216

Monday, November 15, 2021

Ms. Theresa Eagleson, Director
IL Department of Healthcare and Family Services
201 South Grand Avenue East
Springfield, IL 62763

Dear Director Eagleson:

I am pleased to provide this letter of support for Memorial Behavioral Health's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our communities.

Project On Ramp will help ensure our most vulnerable citizens get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. My goal is to always work to improve the lives of my constituents and I appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents.

Sincerely,

A handwritten signature in cursive script that reads "Sally J. Turner".

Sally J. Turner
State Senator, 44th District

ILLINOIS HOUSE OF REPRESENTATIVES

E-2 STRATTON OFFICE
BUILDING
SPRINGFIELD, IL 62706
217.524.0353



DISTRICT OFFICE
1301 E. MOUND RD.
SUITE 270
DECATUR, IL 62526
217.877.9636

SUE SCHERER

STATE REPRESENTATIVE
96th DISTRICT

Monday, November 15, 2021

Theresa Eagleson, Director, HFS
201 South Grand Avenue
Springfield, IL 62703-0002

Dear Ms. Eagleson:

I am pleased to provide this letter of support for Memorial Behavioral Health's participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure that our community's most vulnerable members get the support they need for their social needs, such as housing, food, or employment, and can focus on improving their health. On behalf of everyone who is in such need of these basic needs, I appreciate and commend your dedication in working toward this goal.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois 96th House District.

Sincerely,

A handwritten signature in cursive script that reads "Sue Scherer".

Sue Scherer

State Representative, 96th District

JESÚS "CHUY" GARCÍA
4TH DISTRICT, ILLINOIS
1519 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-8203

**COMMITTEE ON TRANSPORTATION &
INFRASTRUCTURE**

SUBCOMMITTEE ON
HIGHWAYS AND TRANSIT
SUBCOMMITTEE ON
RAILROADS, PIPELINES, AND HAZARDOUS
MATERIALS

Congress of the United States
House of Representatives
Washington, DC

COMMITTEE ON FINANCIAL SERVICES

SUBCOMMITTEE ON
NATIONAL SECURITY INTERNATIONAL
DEVELOPMENT, AND MONETARY POLICY

SUBCOMMITTEE ON
OVERSIGHT AND INVESTIGATIONS

COMMITTEE ON NATURAL RESOURCES

VICE CHAIR

SUBCOMMITTEE FOR
INDIGENOUS PEOPLES
OF THE UNITED STATES

SUBCOMMITTEE ON
OVERSIGHT AND INVESTIGATIONS

November 11, 2021

Director Theresa Eagleson
Illinois Department of Healthcare and Family Services
Prescott Bloom Building, 201 South Grand Avenue, East
Springfield, Illinois 60607

Dear Director Eagleson:

I ask for your careful consideration of Metropolitan Family Services' Project On Ramp pilot program grant application. This initiative has the potential to transform the health outcomes for Medicaid recipients of the 4th congressional district of Illinois and our surrounding communities.

Metropolitan Family Services provides a wealth of preventative services and programs that have had immediate and long-term positive impact for the Chicagoland region. Through Project On Ramp, they plan to make a valuable investment to address racial health equity disparities by offering comprehensive behavioral health support services to individuals and families affected by trauma. In addition, through this initiative they will also address the underlined social determinants of health, such as housing, food, and employment insecurity. Moreover, as a trusted organization and provider, the Metropolitan Family Services will identify eligible pilot participants with the overall goal of working directly with those suffering from chronic diseases, such as chronic obstructive pulmonary disease or congestive heart failure. I am confident that in providing additional support they will be able to not only enhance their capacity, but most importantly continue serving our high-need communities.

I fully support the Project On Ramp and the immeasurable impact it will have for the residents of the 4th congressional district. I appreciate your consideration and if there are any additional questions, please feel free to contact my District Director at Patty.Garcia@mail.house.gov or (312) 489-7726.

Sincerely,



Jesús "Chuy" García
Member of Congress
Illinois' 4th Congressional District

CAPITOL OFFICE:
619 CAPITOL BUILDING
SPRINGFIELD, ILLINOIS 62706
217-782-5966
FAX: 217-782-1631

STATE OF ILLINOIS



COMMITTEES:
APPROPRIATIONS
ENERGY & PUBLIC UTILITIES
EXECUTIVE, CHAIR
HUMAN SERVICES
PUBLIC HEALTH
TRANSPORTATION,
VICE CHAIR

DISTRICT OFFICE:
2929 S. WABASH AVENUE, SUITE 102
CHICAGO, ILLINOIS 60616
312-949-1908
FAX: 312-949-1958
senator03district@gmail.com

WEBSITE
SENATORHUNTER.COM

MATTIE HUNTER
MAJORITY CAUCUS CHAIR
STATE SENATOR - 3RD DISTRICT

November 2, 2021

Theresa Eagleson
Director
Illinois Department of Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue, East
Springfield, Illinois 60607

Dear Director Eagleson:

I am pleased to provide this letter of support for the Illinois Health Practice Alliance (IHPA) Project On Ramp Department of Healthcare and Family Services (HFS) Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform the health outcomes for Medicaid recipients in the 3rd Senate District of Illinois and support the efforts of IHPA in meeting this goal.

Project On Ramp will make a sizable impact in addressing racial health equity disparities, and will help ensure our communities' most vulnerable members get the support they need to overcome the effects of trauma through comprehensive behavioral health support and addressing their social determinant of health needs, such as housing, food, and employment. As the IHPA utilizes claims data to identify eligible pilot participants, Project On Ramp will work with those suffering from chronic diseases such as chronic obstructive pulmonary disease or congestive heart failure, improve their care outcomes, and demonstrate significant results in meeting the objectives of the HFS Healthcare Transformation Collaboratives.

I look forward to hearing about the approval of Project On Ramp and am certain I will be kept informed of Project On Ramp by IHPA leadership once the program is initiated. I appreciate your consideration of the proposal and IHPA's continued partnership in caring for my constituents in the Illinois's Third Senate District.

Sincerely,

A handwritten signature in black ink that reads "Mattie Hunter".

Mattie Hunter
Majority Caucus Chair
Illinois State Senator
3rd Legislative District



ROBERT PETERS

ILLINOIS STATE SENATOR | 13TH DISTRICT

November 15, 2021

Theresa Eagleson, Director
Illinois Department of Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue, East
Springfield, Illinois 60607

Dear Director Eagleson:

I am pleased to provide this letter of support for the Illinois Health Practice Alliance (IHPA) Project On Ramp Department of Healthcare and Family Services (HFS) Transformation Pilot proposal. I commend your efforts to introduce new models of care that can transform the health outcomes for Medicaid recipients in the 13th Senate District of Illinois and support the efforts of IHPA in meeting this goal.

Project On Ramp will make a sizable impact in addressing racial health equity disparities, and will help ensure our communities' most vulnerable members get the support they need to overcome the effects of trauma, through comprehensive behavioral health support and addressing their social determinant of health needs, such as housing, food, and employment. To best engage participants, and to ensure they experience the benefits of care, Project On Ramp outreach workers will be hired from the communities they will serve, and will provide resources, education, and support for participants to stay healthy. Through culturally-competent and trauma informed care, Project On Ramp workers will build participant's trust of the healthcare system, and bring down barriers, so they can thrive. As the IHPA utilizes claims data to identify eligible pilot participants, Project On Ramp will work with those suffering from chronic diseases, improve their care outcomes, and demonstrate significant results in meeting the objectives of the HFS Healthcare Transformation Collaborative.

I look forward to hearing about the approval of Project On Ramp and am certain I will be kept informed of Project On Ramp by IHPA leadership once the program is initiated. I appreciate your consideration of the proposal and IHPA's continued partnership in caring for my constituents in the Illinois's Thirteenth Senate District.

Sincerely,

A handwritten signature in black ink that reads "Senator RP".

Honorable Robert Peters
13th Senate District
State of Illinois

ILLINOIS HOUSE OF REPRESENTATIVES

DISTRICT OFFICE
105 E. FIRST STREET
DIXON, ILLINOIS 61021
815-561-3690
WEBSITE: tomdemmer.org



CAPITOL OFFICE
314 CAPITOL
SPRINGFIELD, ILLINOIS 62706
217-782-0535
EMAIL: rep@tomdemmer.com

TOM DEMMER
DEPUTY MINORITY LEADER

October 8, 2021

Patrick Phelan
325 Illinois Route 2
Dixon, IL 61021

Dear Patrick,

Please accept this letter as an indication of my support for Sinnissippi Centers participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can change the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our community's most vulnerable members get the support they need for their social needs allowing them to focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the 90th District.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Demmer", with a long horizontal line extending to the right.

Tom Demmer
Deputy Minority Leader
Illinois House of Representatives



ILLINOIS HOUSE OF REPRESENTATIVES
STATE OF ILLINOIS

Randy E. Frese
STATE REPRESENTATIVE • 94TH DISTRICT

DISTRICT OFFICE:
3701 E. LAKE CENTRE DRIVE
SUITE 3
QUINCY, ILLINOIS 62305
217-223-0833
217-223-1565 (FAX)
REPFRESE@ADAMS.NET

SPRINGFIELD OFFICE:
221 - N STRATTON BUILDING
401 S. SPRING STREET
SPRINGFIELD, ILLINOIS 62706
217-782-8096
217-782-1275 (FAX)

October 25, 2021

Mr. Mark Schmitz
Executive Director
Transitions of Western Illinois
4409 Maine Street
Quincy, IL 62305

Dear Mark:

On behalf of the residents of the 94th District as their State Representative, it is my privilege to provide this letter of support for Transitions of Western Illinois' participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents.

Sincerely,

A handwritten signature in black ink that reads "Randy E. Frese".

Randy E. Frese
State Representative

103C State House
Springfield, Illinois 62706
217-782-2479
FAX: 217-782-9586

3701 E. Lake Centre Dr., Ste. 3
Quincy, Illinois 62305
217-214-9704
FAX: 217-223-1565



STATE OF ILLINOIS
101ST GENERAL ASSEMBLY
ILLINOIS STATE SENATE

JIL TRACY
STATE SENATOR
47TH DISTRICT
SENATE MINORITY WHIP
Email: senatortracy@adams.net

October 28, 2021

Mr. Mark Schmitz
Executive Director
Transitions of Western Illinois
4409 Maine Street
Quincy, IL 62305

Dear Mark:

I am pleased to provide this letter of support for Transitions of Western Illinois' participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food, or employment, and can focus on improving their health. My goal is to always work to improve the health of our community members and I appreciate your efforts on their behalf.

I look forward to hearing about your project approval and your progress once the program is initiated. Thank you for your continued partnership in caring for our community and my constituents in the Illinois 47th District.

Sincerely,

State Senator Jil Tracy
Illinois 47th District



DISTRICT OFFICE

1812 WAUKEGAN ROAD, SUITE A
GLENVIEW, ILLINOIS 60025
PH: (847) 998-1717
FX: (847) 998-1707
EMAIL: laura@senatorfine.com

LAURA FINE
STATE SENATOR • 9TH DISTRICT

SPRINGFIELD OFFICE

121C CAPITOL BUILDING
SPRINGFIELD, IL 62706
PH: (217) 782-2119

November 18, 2021

Theresa Eagleson
Director
Illinois Department of Healthcare and Family Services
Prescott Bloom Building
201 South Grand Avenue, East
Springfield, Illinois 60607

Dear Director Eagleson:

I am pleased to provide this letter of support for the Illinois Health Practice Alliance (IHPA) Project On Ramp proposal for the Department of Healthcare and Family Services (HFS) Healthcare Transformation Collaborative program. I commend your efforts to introduce new models of care that can transform the health outcomes for Medicaid recipients in the Illinois 9th District. Project On Ramp will be transformative as it seeks to address the needs of its participants through improved access to behavioral health supports, collaboration with primary care and specialists providing care for the individual's chronic care needs, and addressing social determinant of health needs. This will ensure healthcare parity for the participants.

Project On Ramp will work to make a sizable impact in addressing racial health equity disparities. It will help ensure our communities' most vulnerable members get the support for their social determinant of health needs, such as housing, food and employment, enabling them to focus on improving their overall health status. As the IHPA utilizes claims data to identify eligible pilot participants, Project On Ramp will work with those suffering from chronic diseases, improve their care outcomes, and demonstrate significant results in meeting the objectives of HFS's Healthcare Transformation Collaborative.

I look forward to hearing about the approval of Project On Ramp and would like to be kept informed of the progress of Project On Ramp by IHPA leadership once the program is initiated. I appreciate your consideration of the proposal and IHPA's continued partnership in caring for my constituents in the Illinois's 9th Senate District.

Sincerely,

A handwritten signature in cursive script that reads "Laura Fine".

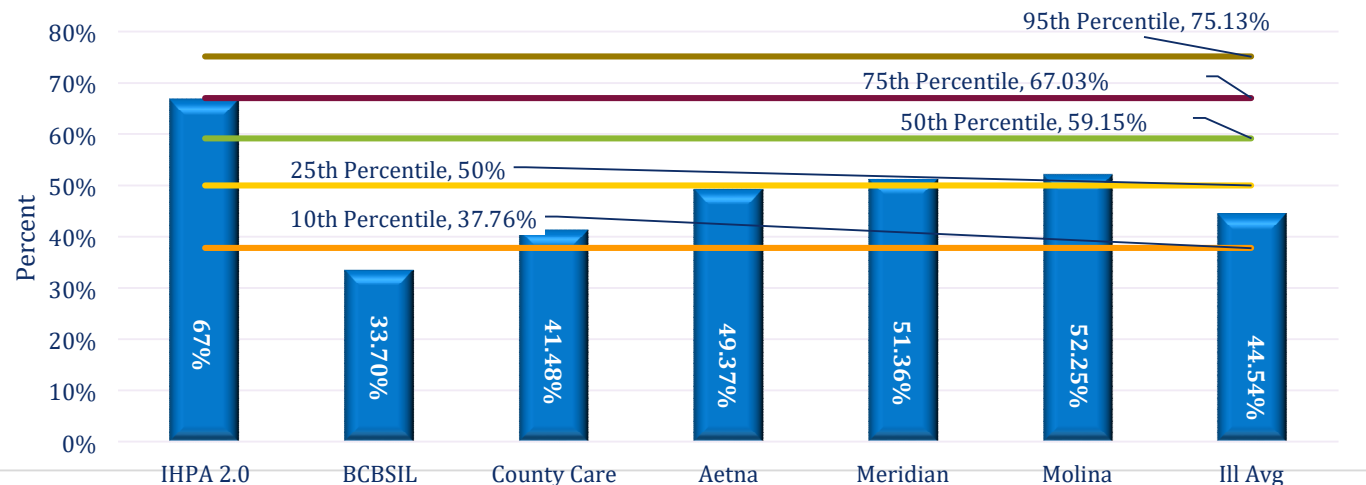
Honorable Laura Fine
9th Senate District

Attachment I

IHPA Providers Clinical Metric Performance

Measure	IHPA	NCQA 50th Percentile	NCQA 75th Percentile	NCQA 95th Percentile
Behavior Health				
FUH 7 Day	50.00%	36.73%	43.20%	56.02%
FUH 30 Day	66.93%	59.26%	66.89%	75.13%
FUM 7 Day	27.78%	39.17%	49.73%	71.12%
FUM 30 Day	65.00%	55.23%	65.00%	80.26%
FUA 7 Day	41.00%	12.73%	17.83%	26.03%
FUA 30 Day	62.00%	19.44%	27.81%	35.71%
IET Initiation	63.00%	43.48%	48.29%	55.49%
IET Engagement	37.00%	14.14%	18.57%	26.15%
Key: > 75th Percentile > 95th Percentile				

YTD: FUH 30 Day BH Performance Against NCQA Percentile



FUH 30 Day:

- 52% of Our Providers are performing at the 95th percentile

Attachment IA

Disease Block by Region

REGION	DIAGNOSIS	N
Grand Total		971
East St. Louis Metro Area Zip Codes	Chronic Respiratory Diseases	12
East St. Louis Metro Area Zip Codes	Diabetes	3
East St. Louis Metro Area Zip Codes	Hypertensive Disorders	15
East St. Louis Metro Area Zip Codes	Mood Disorders	96
East St. Louis Metro Area Zip Codes	Psychoactive Substance Use Disorder	57
East St. Louis Metro Area Zip Codes	Schizophrenia	32
East St. Louis Metro Area Zip Codes Total		135
South Chicago Zip Codes	Chronic Respiratory Diseases	43
South Chicago Zip Codes	Diabetes	24
South Chicago Zip Codes	Hypertensive Disorders	56
South Chicago Zip Codes	Mood Disorders	176
South Chicago Zip Codes	Psychoactive Substance Use Disorder	149
South Chicago Zip Codes	Schizophrenia	129
South Chicago Zip Codes Total		309
South Cook Zip Codes	Chronic Respiratory Diseases	19
South Cook Zip Codes	Diabetes	12
South Cook Zip Codes	Hypertensive Disorders	35
South Cook Zip Codes	Mood Disorders	146
South Cook Zip Codes	Psychoactive Substance Use Disorder	58
South Cook Zip Codes	Schizophrenia	88
South Cook Zip Codes Total		211
West Chicago Zip Codes	Chronic Respiratory Diseases	26
West Chicago Zip Codes	Diabetes	18
West Chicago Zip Codes	Hypertensive Disorders	39
West Chicago Zip Codes	Mood Disorders	99
West Chicago Zip Codes	Psychoactive Substance Use Disorder	143
West Chicago Zip Codes	Schizophrenia	64
West Chicago Zip Codes Total		223
West Cook Zip Codes	Chronic Respiratory Diseases	4
West Cook Zip Codes	Diabetes	4
West Cook Zip Codes	Hypertensive Disorders	18
West Cook Zip Codes	Mood Disorders	61
West Cook Zip Codes	Psychoactive Substance Use Disorder	36
West Cook Zip Codes	Schizophrenia	26
West Cook Zip Codes Total		93

Attachment IB

IHPA Demonstration Project Results by Primary Care Diagnosis Codes

Condition	PMPM-Pre	PMPM-Post	%Reduction
Diabetes	\$32.95	\$7.90	76%
Cardiovascular and Heart Failure	\$49.83	\$30.44	39%
COPD	\$1.24	\$0.00	100.00%

Claims for which the listed conditions are the primary diagnosis. Pre-pilot is the 12-month period leading up to the pilot. Post Pilot data includes the days in the June 2020 after IHH Members Pilot date and July and August 2020. For the non, pilot group, the %changes were -33%,+3%, and -22%.

Attachment IC

Demonstration Project Hospital, ED, and Total Cost Results

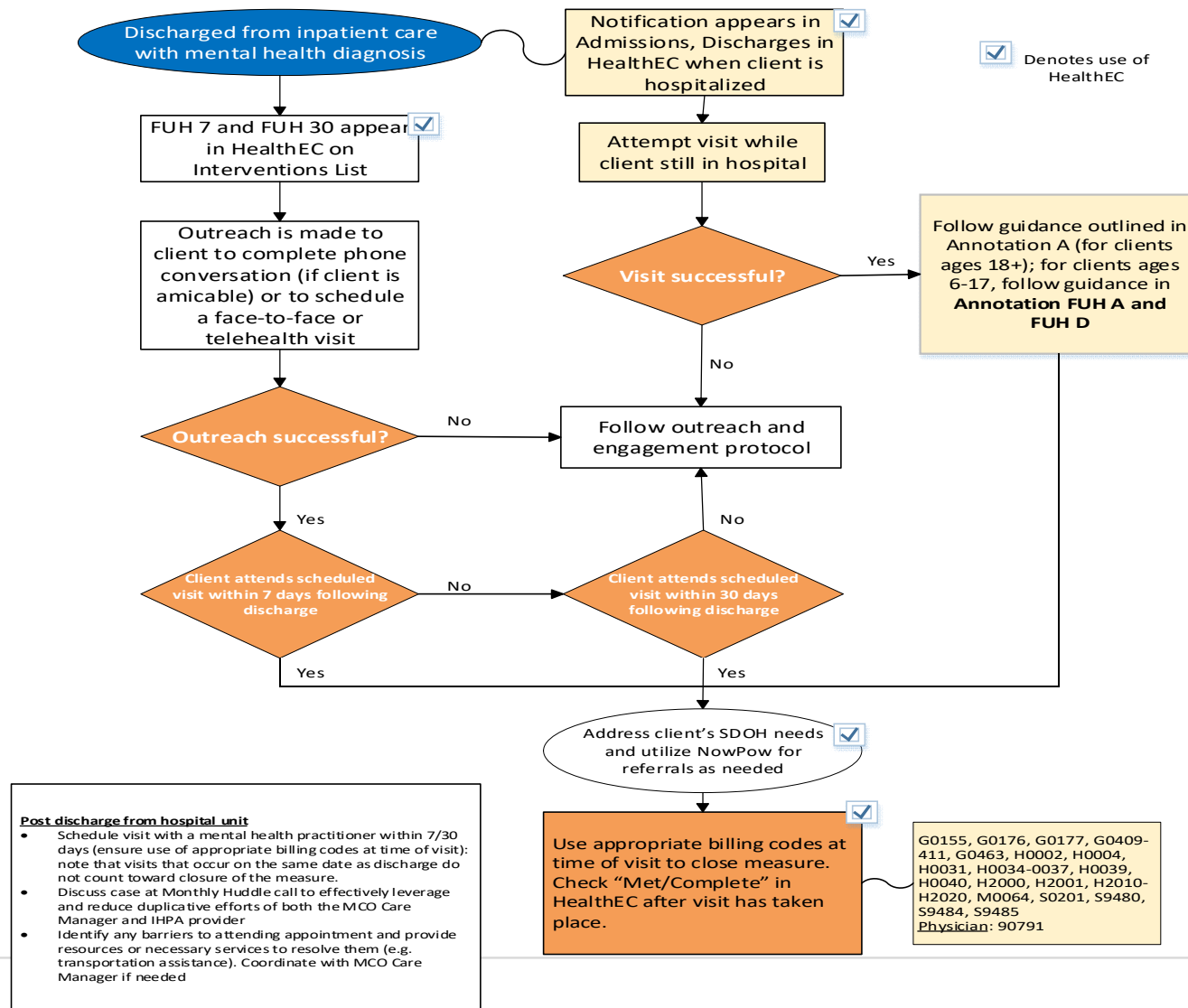
PMPM Category	Pre	Post	% Change
ED Visits	0.61	0.17	72%
Hospital Visits	0.77	0.29	62%
Total Cost of Care	\$710.03	\$280.28	61%

Pre is 6/19-12/19, post is 6/20-8/20

Attachment II

Follow-Up After Hospitalization for Mental Illness FUH

Follow-Up after Hospitalization for Mental Illness (FUH) Workflow



Attachment II Continued

Follow-Up After Hospitalization for Mental Illness FUH

Follow-Up after Hospitalization for Mental Illness (FUH)

The FUH metric assesses adults and children 6 years of age and older who were hospitalized for treatment of selected mental illness or intentional self-harm and had an outpatient visit, an intensive outpatient encounter or a partial hospitalization with a mental health practitioner. The measure identifies the percentage of members who received follow-up care within 7 days (or 30 days) of discharge. *Completing the 7 day measure automatically completes the 30 day measure.*

- **Annotation FUH A – Expectations while Member is in Hospital Unit**
- *Goals: IHPA provider establishes a working relationship with local hospitals where members frequent. IHPA provider meets with client and discharge staff as early in the stay as possible, preferably in person. At minimum, IHPA provider makes contact via phone to attempt best practices outlined below.*
 - * IHPA provider follows up with client *prior* to discharge from unit (face-to-face preferable).
 - ❖ Review discharge summary/plan and verify understanding with client (**complete TOC Checklist**).
 - ❖ Complete a Medication Review if possible. When discrepancies are discovered follow medication discrepancy resolution process (**Annotation FUH B**).
 - ❖ Update treatment plan/care plan as appropriate with client, identified provider(s), unit staff, and coordinate with MCO Care Manager. Determine if an alternative level of outpatient care is required (e.g. intensive case management, peer support services, ACT).
 - ❖ Secure outpatient behavioral health appointment within 7 days of discharge (30 days maximum).
 - ❖ Ensure client understands importance of attending scheduled appointments with IHPA provider, PCP and any medical specialist appointments (coordinate with MCO Care Manager for physical health needs as noted below).
 - * Communicate with MCO Care Manager through Huddle Calls to effectively leverage and reduce duplicative efforts of both the MCO Care Manager and IHPA provider. Contact MCO Care Manager for coordination with physical health needs. (Note: If client does not have an MCO Care Manager, IHPA provider completes below best practices as much as possible.)
 - * Work with MCO Care Manager to secure primary care appointment within 7 days of discharge (30 days maximum) when physical health symptoms or discharge plan indicate (**Annotation C**).
 - * Work with MCO Care Manager to secure any medical specialist appointments needed, especially for clients with primary/secondary conditions of vital importance to readmission risk (e.g. Sick Cell, COPD, HF, Septicemia, Polypharmacy, Diabetes, Renal failure, UTI).
 - * Monitor and assess need for ongoing support related to transportation to appointments, completion of medication updates and refills, management of medication adherence at home, and assist client in preparing to report symptoms to providers or report to providers if client is unable.
 - * IHPA provider contacts client within 24 to 48 hours *after* discharge (face-to-face preferable).
 - ❖ Schedule (if not already done) and/or confirm intent to attend follow-up appointment and transportation support to travel to appointment.
 - ❖ If possible, assess client living arrangement and determine if available supports meet the needs of the client, e.g. assure food/housing security, safety, medications are filled, and client is clear on medication instructions.
 - ❖ Ensure client understands warning signs and symptoms of health deterioration and if/when they see warning signs to follow up with IHPA provider, PCP, or specialist to prevent ED visit or admission. Coordinate with MCO care manager as appropriate.

Attachment II Continued

Follow-Up After Hospitalization for Mental Illness FUH

Annotation FUH B – Medication Review Process

- * Obtain and review the client's current medication list
- * Compare that list to what is documented in the medical record
- * Complete the medication review worksheet with client
- * Communicate any duplications/omissions/red flags to a licensed staff to reconcile and complete medication reconciliation
- * Document all actions taken in HealthEC
- * Follow up on any outstanding issues

Note: best practice is to complete a Medication Reconciliation if possible (must be conducted by an RN, APRN, PA, Psychiatrist, or PCP)

- Risk factors to consider when completing a medication review:
 - * Multiple medications
 - * Recent diagnosis (physical and behavioral health)
 - * Recent hospitalization
 - * Multiple specialists
 - * Cognitive/memory issues
 - * Low health literacy
 - * Language barriers
 - * Over the counter or herbal treatments that may conflict with prescribed medications

Red flags:

- * Medication inconsistencies/discrepancies (e.g. variances between what client is taking versus what record shows)
 - * Multiple medications of the same type prescribed by different providers
 - * Not knowing how to take medicine correctly
 - * Not knowing warning signs that the medicine is not working effectively
 - * Not being motivated to take medicine because they are unsure of whether the medicine will work and unclear about whether it is needed; or feel they can stop taking when feeling better
- Medication Discrepancy Resolution Process:
 - * If IHPA provider sees any red flags while completing the Medication Review, provider will send results of Medication Review and request a Medication Reconciliation with:
 - ❖ Appropriate BH clinical within organization (RN, APRN, PA, Psychiatrist, PCP)
 - ❖ Client's PCP
 - ❖ MCO Care Manager (either to conduct medication reconciliation or facilitate completion)

Attachment II Continued

Follow-Up After Hospitalization for Mental Illness FUH

Annotation FUH C – Primary Care and Specialist Follow-Up Best Practices

- * Connect to MCO Care Manager as appropriate
- * Make connection to primary care for formal medication reconciliation (if no one on BH care team can complete) and record update
- * Schedule with PCP/specialist for follow up for any medical concerns and/or open referrals
- * Schedule care conference/case review for complex client concerns (BH and/or secondary PH issues)

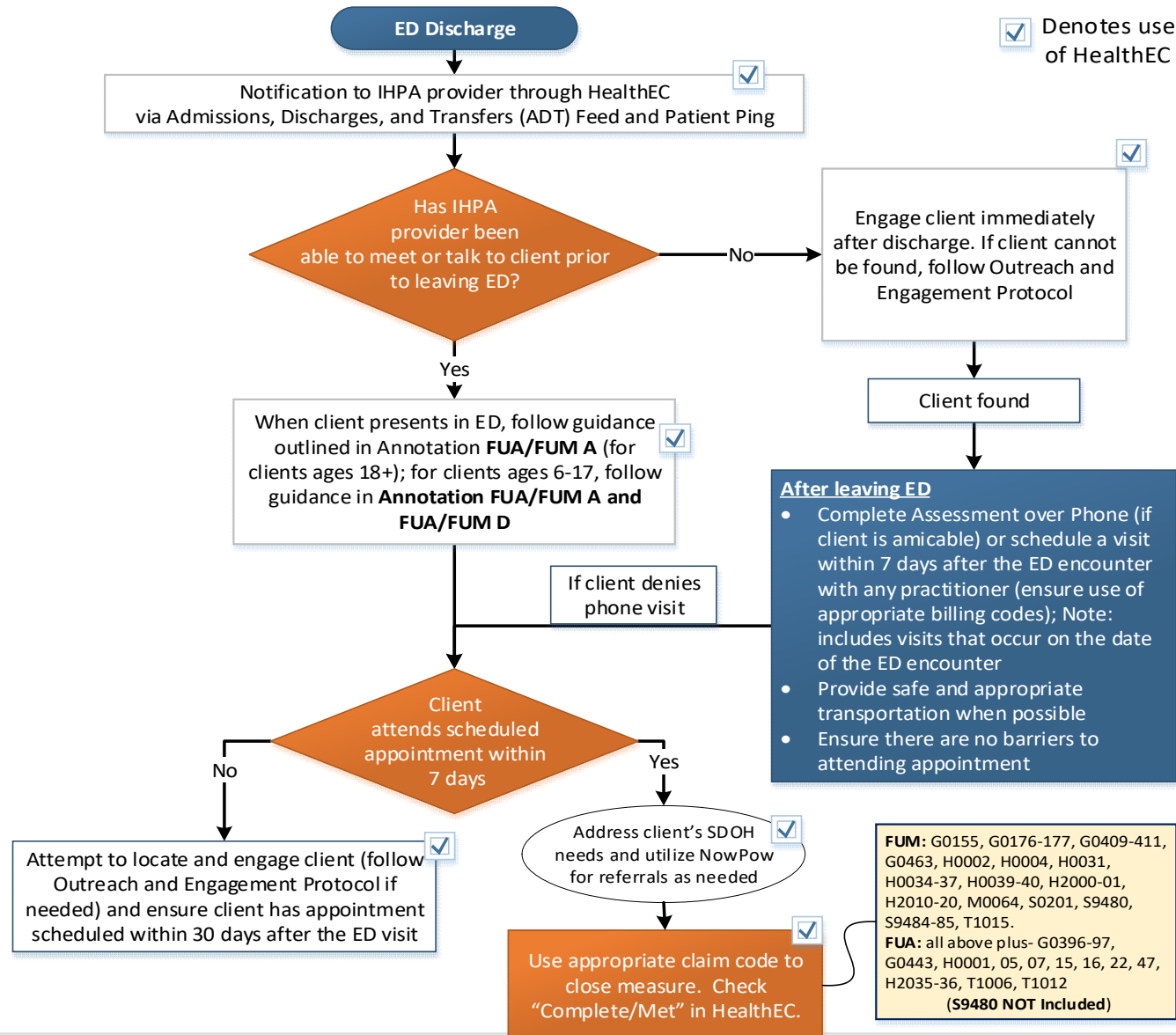
- Depending on risk level, conduct routine outreach and follow up:
 - * Review meds and side effects
 - * Goal setting/action planning
 - * Brief interventions/behavioral activation

Annotation FUH D – For Children and Adolescents

- * Contact parent/guardian (if required) and ensure required consent to treatment and releases of information are in place.
- * After leaving ED, ensure client is referred to services which will address continued stabilization of acute clinical presentation.

Attachment III

Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)



Attachment III Continued

Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)

Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)

FUM: This metric measures the percentage of emergency department (ED) visits for members age 6 and older with a principal diagnosis of mental illness or intentional self-harm and who had a follow-up visit (by phone, telehealth, or in-person) for mental illness with any practitioner within 7 and 30 days of ED visit.

FUA: This metric measures the percentage of emergency department (ED) visits for members age 13 and older with a principal diagnosis of alcohol or other drug (AOD) abuse or dependence, who had a follow-up visit (by phone, telehealth, or in-person) for AOD with any practitioner within 7 and 30 days of ED visit. **Note:** *Completing the 7 day measure automatically completes the 30-day measure.*

- **Annotation FUA/FUM A – Expectations in ER**

- * Outreach to ED/unit discharge planner (up to 3 attempts recommended) prior to discharge (**complete TOC Checklist**)
- * Verify if client needs education, referral, or higher level of treatment
- * Talk to client about reasons for ED/hospitalization and triggers/warning signs for future
- * Complete a Medication Review if possible (**Annotation FUA/FUM B**). When discrepancies are discovered follow medication discrepancy resolution process (**Annotation FUA/FUM B**).
- * Link client to appropriate level of care as soon as possible (appointment scheduled within 7 days)
- * Have regular and robust communication with MCO Care Manager (if applicable) to effectively leverage and reduce duplicative efforts of both the MCO Care Manager and IHPA provider. Contact MCO Care Manager for coordination with physical health needs if indicated (**Annotation FUA/FUM C**).

Attachment III Continued

Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)

Annotation FUA/FUM B – Medication Review Process

- * Obtain and review the client's current medication list
- * Compare that list to what is documented in the medical record
- * Complete the medication review worksheet with client
- * Communicate any duplications/omissions/red flags to a licensed staff to reconcile and complete medication reconciliation
- * Document all actions taken in HealthEC
- * Follow up on any outstanding issues

Note: best practice is to complete a Medication Reconciliation if possible (must be conducted by an RN, APRN, PA, Psychiatrist, or PCP)

Risk factors to consider when completing a medication review:

- * Multiple medications
- * Recent diagnosis (physical and behavioral health)
- * Recent hospitalization
- * Multiple specialists
- * Cognitive/memory issues
- * Low health literacy
- * Language barriers
- * Over the counter or herbal treatments that may conflict with prescribed medications

Red flags:

- * Medication inconsistencies/discrepancies (e.g., variances between what client is taking versus what record shows)
- * Multiple medications of the same type prescribed by different providers
- * Not knowing how to take medicine correctly
- * Not knowing warning signs that the medicine is not working effectively
- * Not being motivated to take medicine because they are unsure of whether the medicine will work and unclear about whether it is needed; or feel they can stop taking when feeling better

Medication Discrepancy Resolution Process:

- * If IHPA provider sees any red flags while completing the Medication Review, IHPA provider will send results of Medication Review and request a Medication Reconciliation with:
 - * Appropriate BH clinical within organization (RN, APRN, PA, Psychiatrist, PCP)
 - * Client's PCP
 - * MCO CM (either to conduct medication reconciliation or facilitate completion)

Attachment III Continued

Follow-Up After Emergency Department Visit for Mental Illness (FUM) and for Alcohol and Other Drug Dependence Treatment (FUA)

Annotation FUA/FUM C – Primary Care and Specialist Follow-Up Best Practices

- * Make connection to primary care for formal medication reconciliation (if no one on care team can complete) and record update
- * Schedule with PCP/specialist for follow up for any medical concerns and/or open referrals
- * Schedule care conference/case review for complex patient concerns (BH and/or secondary PH issues)
- * Connect to MCO CM as appropriate

Depending on risk level, conduct routine outreach and follow-up:

- * Review meds and side effects
- * Goal setting/action planning
- * Brief interventions/behavioral activation

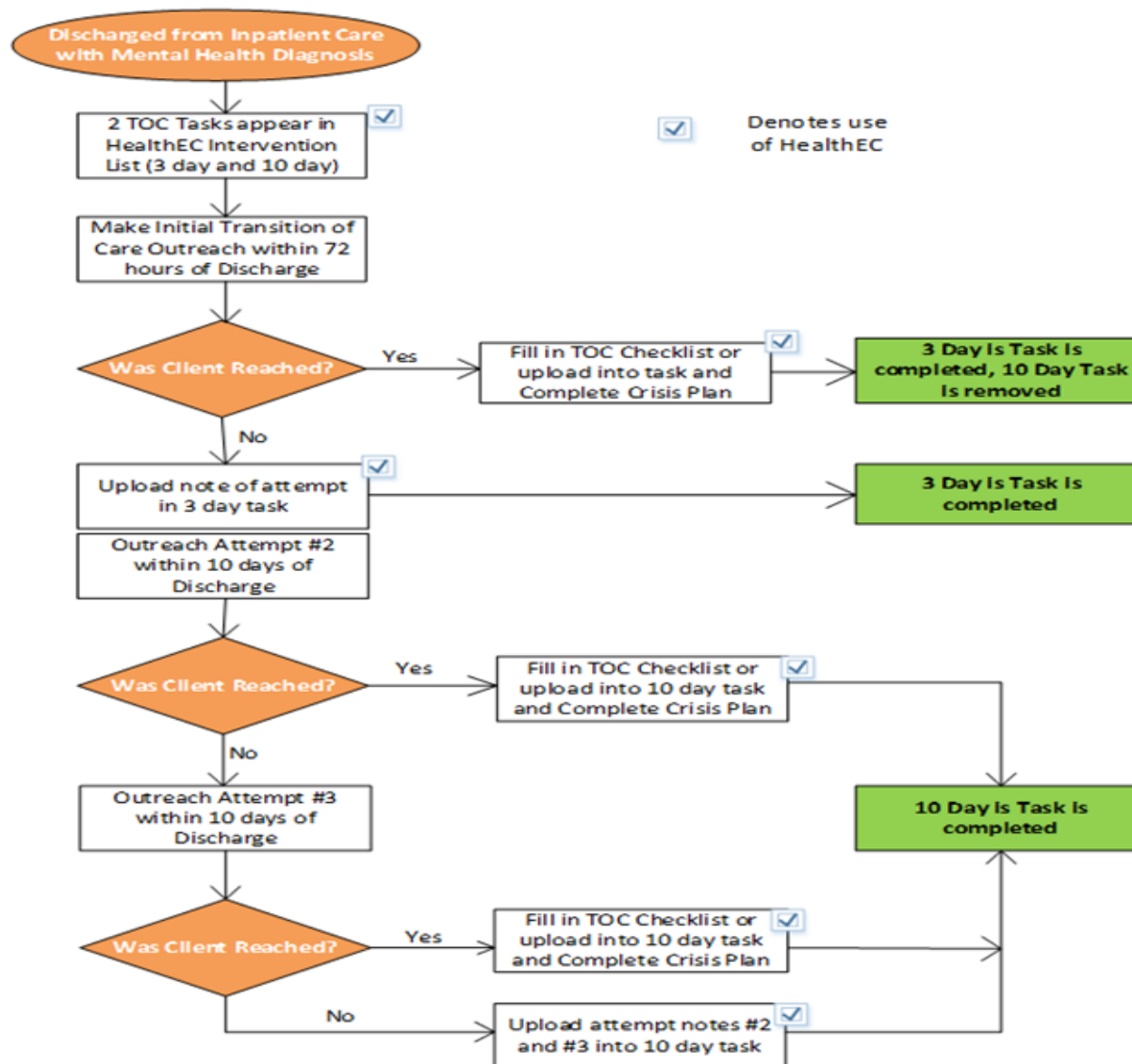
Annotation FUA/FUM D – For Children and Adolescents

Contact parent/guardian (if required) and ensure required consent to treatment and releases of information are in place.

After leaving ED, ensure client is referred to services which will address continued stabilization of acute clinical presentation.

Attachment IV

Transition of Care(TOC) and Crisis Plan Workflow



Attachment V

IHPA Provider Performance Improvement Policy

Illinois Health Practice Alliance		
Department: IHPA		
Subject: Quality Improvement Plan	Policy #:	
Written by: IHPA Work Group	Effective Date:	February 20 2020
Approved by: Clinical Committee		

APPLIES TO:

This policy applies to IHPA providers.

POLICY:

- A. IHPA Providers are accountable for meeting performance standards outlined in Exhibit E-1A to Schedule E of the Amendment One to Participating Provider Agreement between IHPA and IlliniCare Health Plan, Inc.
- B. In circumstances where IHPA providers are unable to meet these performance standards, the provider will participate in a Quality Improvement Plan (QIP) as outlined in this policy.
- C. Envolve will enact the QIP on behalf of IHPA.

PURPOSE

IHPA performance standards are developed to provide high quality healthcare for our member's health. This policy outlines the uniform procedures that will be used by the Envolve Provider Performance Team to constitute each QIP.

PROCEDURES

If Envolve becomes aware that a provider is not meeting the IHPA performance standards on a sustained basis, the Envolve Provider Performance Team will request a QIP. The provider will have fifteen (15) calendar days following Envolve's request to document and provide the QIP, which is a substantive plan to address the Provider's ongoing performance issues. After the QIP is approved by Envolve, the actions outlined in the QIP must be completed and the performance issues resolved, within sixty (60) calendar days of Envolve's acceptance of the QIP. The provider must demonstrate sustained performance for at least two (2) consecutive months before the QIP will be closed. At the discretion of IHPA, the provider may be asked to go before the Clinical Operations Committee to review and refine the QIP.

If, after a QIP has been completed, deficiencies remain which are severe or unable to be resolved, IHPA reserves the right to withdraw the opportunity for provider's participation in the IHPA.

IHPA may notify the provider and request intervention if:

- 1. IHPA and/or Envolve acting on IHPA's behalf does not receive a timely response from the provider as required above; or

Attachment VA

Examples of “Focus” Provider Interventions

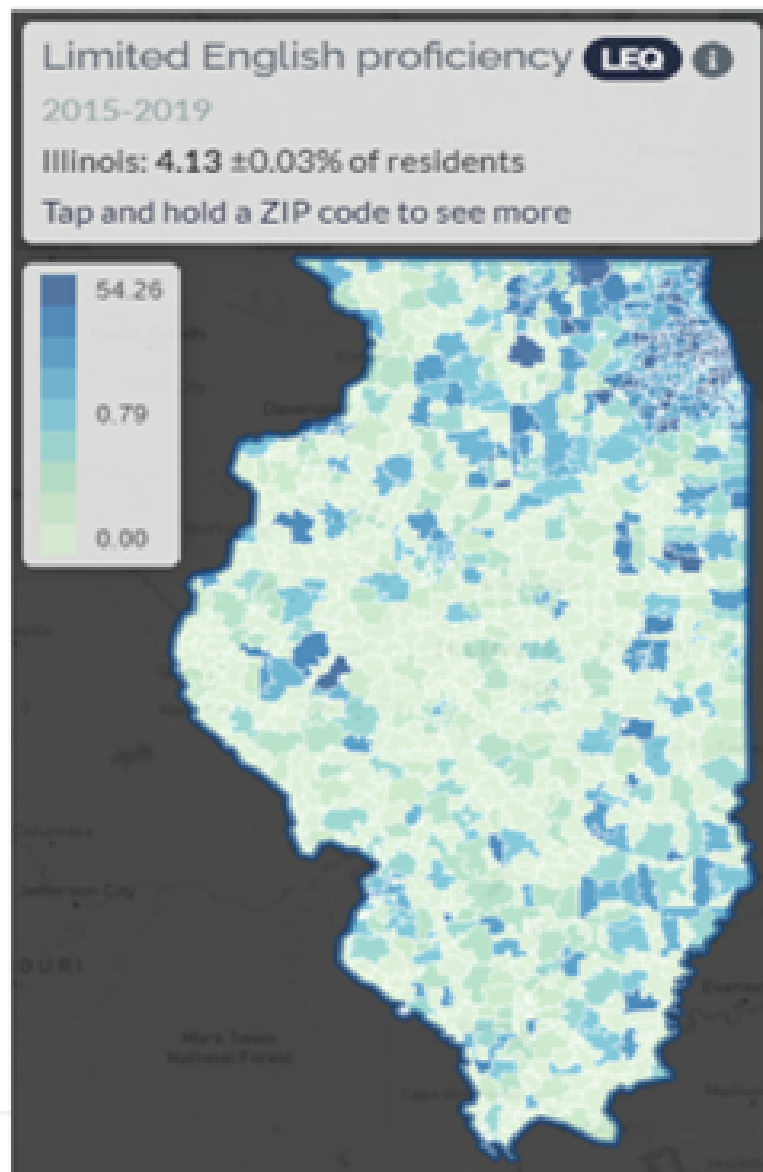


Graphs show composite deliverable completion for representative providers who were underperforming. Providers were assisted by:

- Weekly PPM Meetings
- Help with Process Design
- Help aligning with Best Practices
- Meeting with IHPA Board Members with whom they have existing relationships
- Meeting with other IHPA providers who excel in the areas in which they struggle

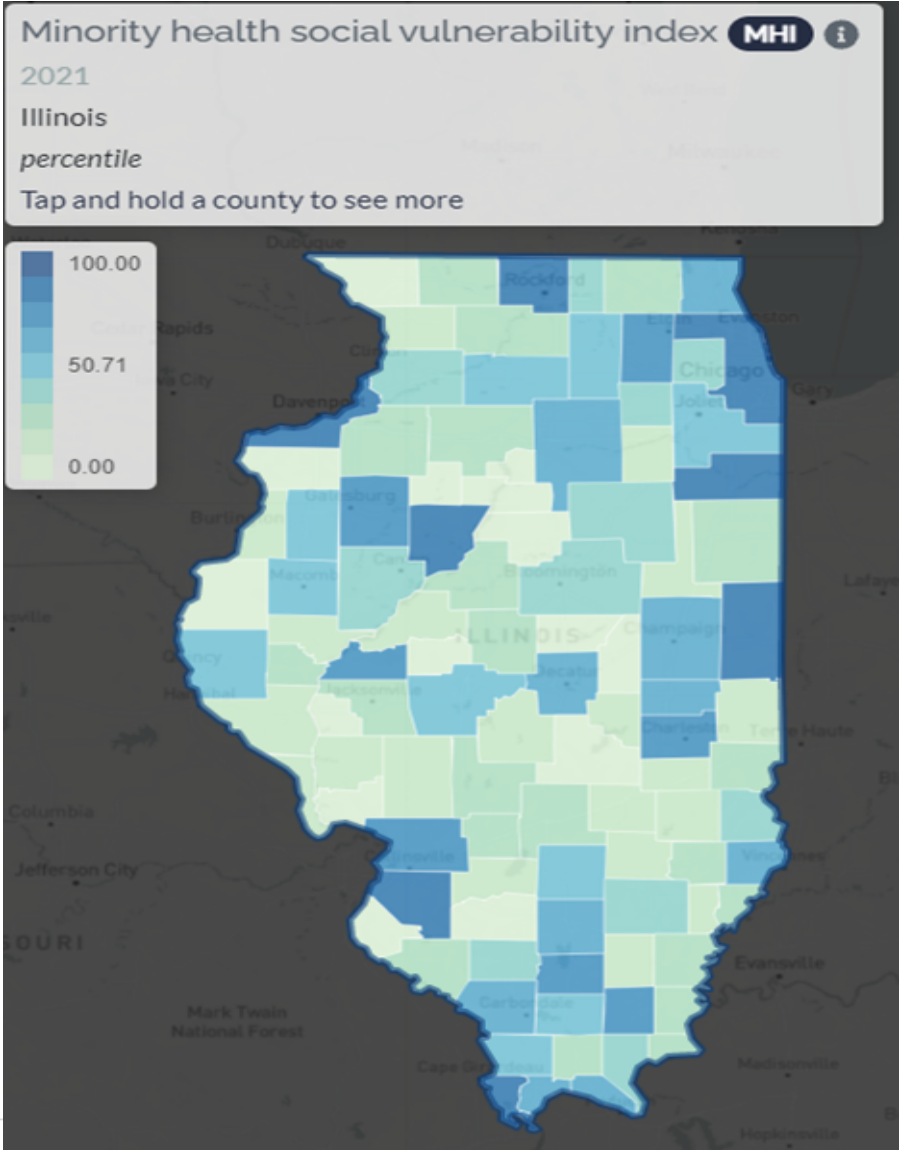
Attachment VI

Metopio Insights-Limited English Proficiency

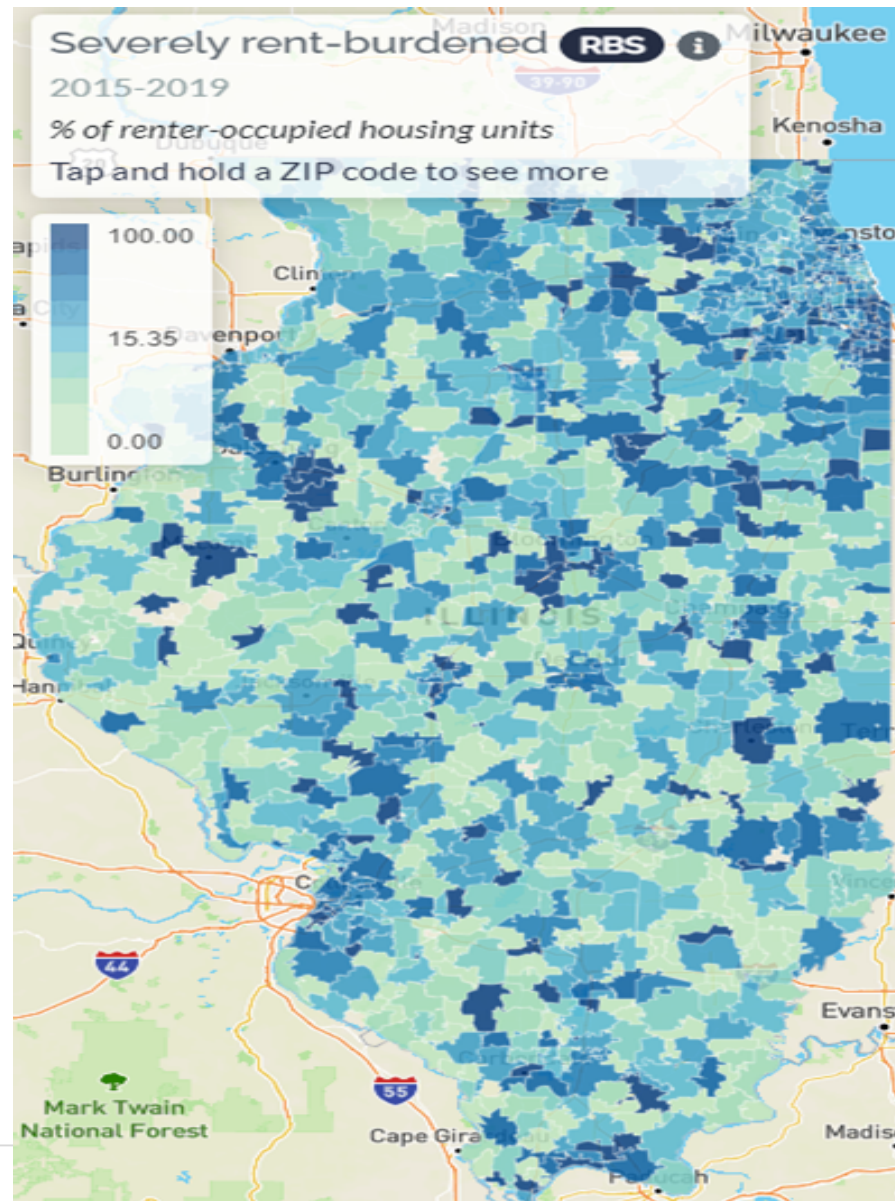


Attachment VII

Metopio Insights-Minority Health Social Vulnerability Index

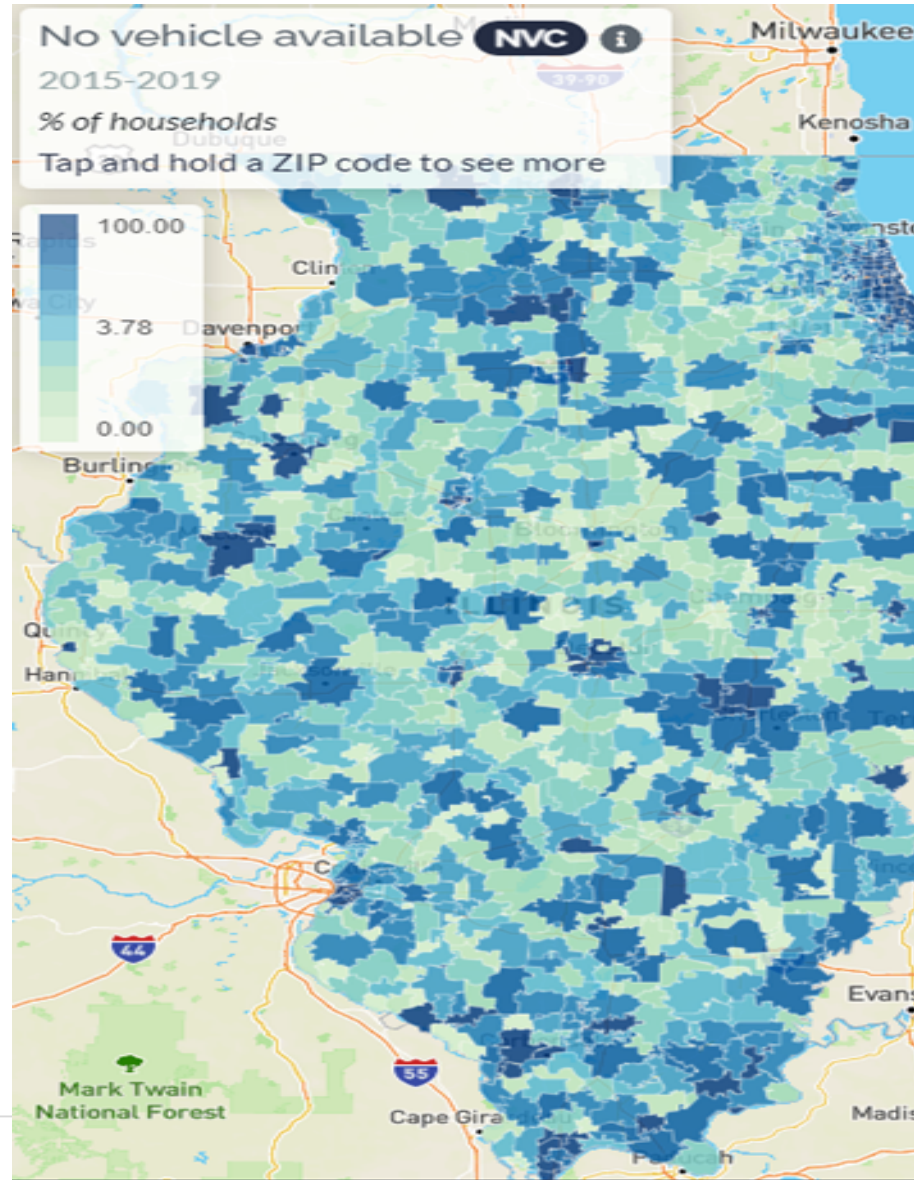


Metopio Insights-Severe Rent Burden



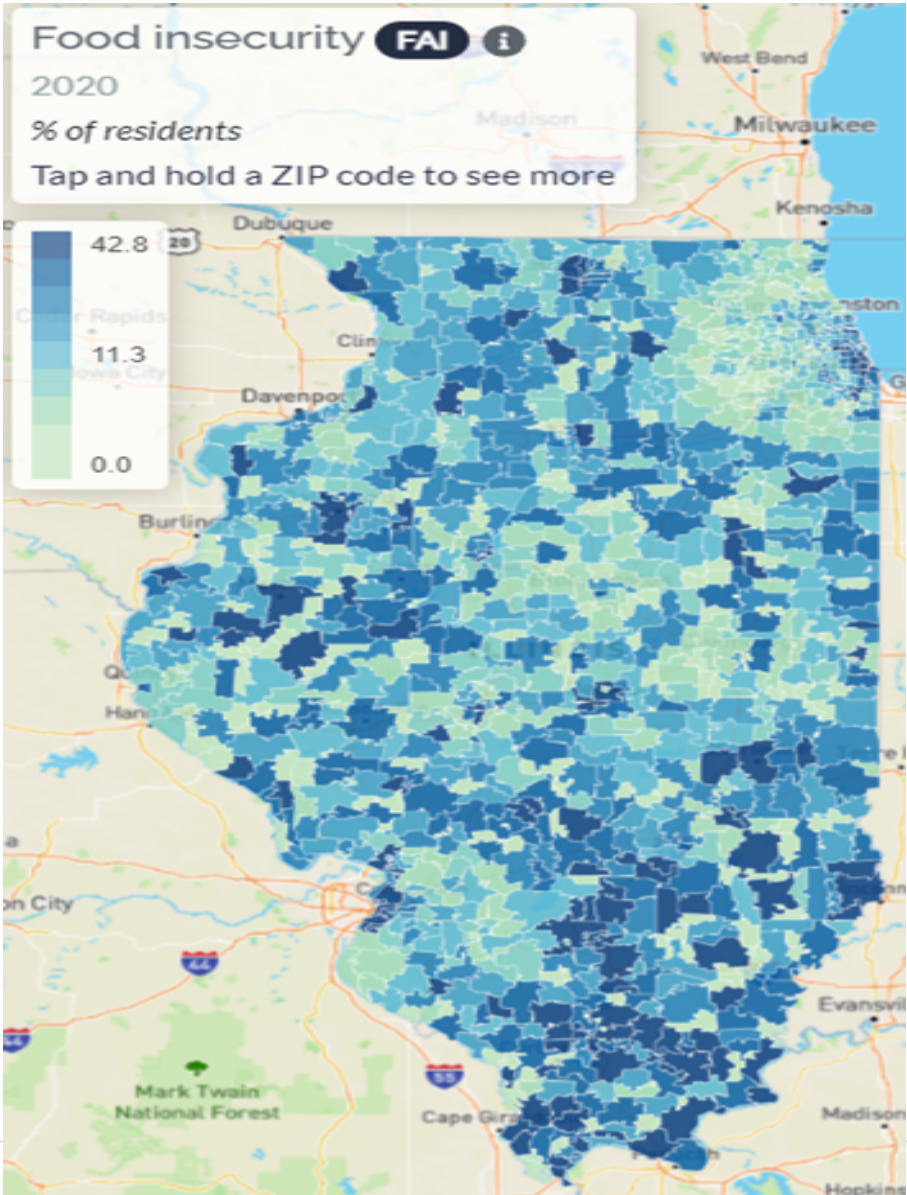
Attachment IX

Metopio Insights- No Vehicle Availability



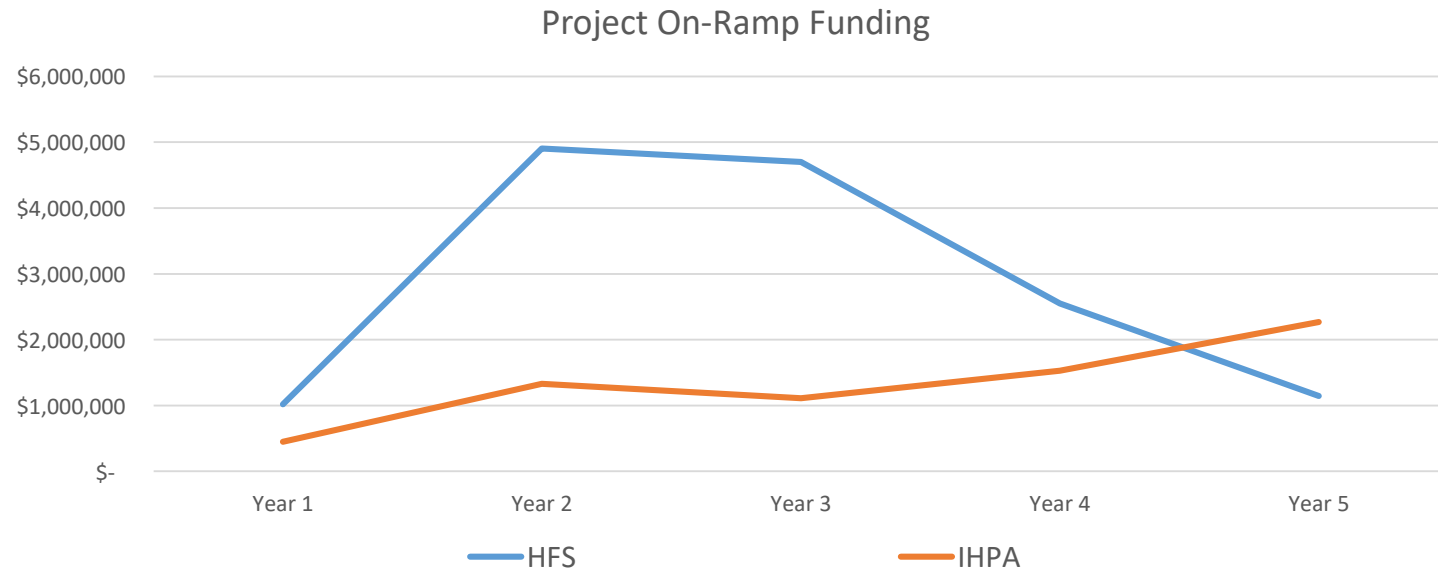
Attachment X

Metopio Insights-Food Insecurity



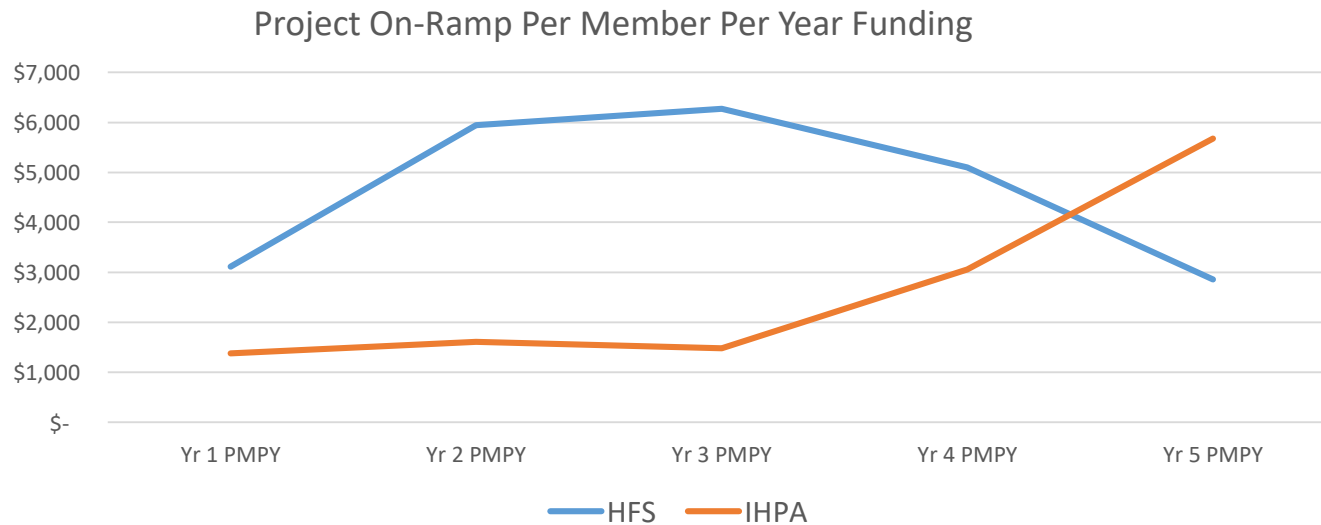
Attachment XI

Project On-Ramp Funding



Attachment XII

Project On-Ramp Funding



PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between Bobby E. Wright Comprehensive Behavioral Health Center, an Illinois not-for-profit corporation with a primary place of business at 5002 W. Madison Street, Chicago, Illinois (“**Agency**”), and Loretto Hospital, an Illinois not-for-profit corporation with a primary place of business at 645 S. Central, Chicago, Illinois (“**Hospital**”) to be effective on the 1st day of November, 2021. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Cook County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities.** Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on November 1, 2021 and, unless earlier terminated as provided herein, shall continue through November 1, 2026. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, "HIPAA") and each shall comply with the requirement of HIPAA as applied to the sharing of "protected health information" of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. "**Confidential Information**" means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: Rasheed O. 1-
Its: President & CEO _____

HOSPITAL

By: [Signature]
Its: President and CEO

ACTIVE 134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between Bridgeway, Inc., an Illinois not-for-profit corporation with a primary place of business at Galesburg, Illinois ("Agency"), and OSF, an Illinois not-for-profit corporation with a primary place of business at Galesburg, Illinois ("Hospital") to be effective on the 27 day of October, 2021. Each of Agency and Hospital are individually referred to herein as a "Participant" and collectively, as the "Participants").

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries ("Attributed Beneficiaries") in Knox County, Illinois (the "Community");

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the "Transformation Project"), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services ("HFS") to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities.** Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on [DATE, 2021] and, unless earlier terminated as provided herein, shall continue through [DATE, 2026]. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein. 10/27/21

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "Termination Event"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, "HIPAA") and each shall comply with the requirement of HIPAA as applied to the sharing of "protected health information" of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. "**Confidential Information**" means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5

MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: Wen A. Noh
Its: President & CEO

HOSPITAL

By: Roxanna Crosser
Its: CEO, OSF Healthcare
Western Region

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between ComWell, an Illinois not-for-profit corporation with a primary place of business at Red Bud, Illinois (“**Agency**”), and Randolph Hospital District d/b/a Memorial Hospital, an Illinois Hospital District “unit of local government” with a primary place of business at 1900 State Street, Chester, Illinois (“**Hospital**”) to be effective on the 15th day of November, 2021. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Randolph County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General**. The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities**. Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on November 15, 2021 and, unless earlier terminated as provided herein, shall continue through December 31, 2026. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, “**HIPAA**”) and each shall comply with the requirement of HIPAA as applied to the sharing of “protected health information” of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. “**Confidential Information**” means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY COMWELL

HOSPITAL MEMORIAL HOSPITAL

By: [Signature]
Its: EXECUTIVE DIRECTOR

By: [Signature]
Its: CEO

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“**Agreement**”) is made and entered into by and between ComWell, an Illinois not-for-profit corporation with a primary place of business at Red Bud, Illinois (“**Agency**”), and Sparta Community Hospital, an Illinois not-for-profit corporation with a primary place of business at 818 East Broadway, Sparta, Illinois (“**Hospital**”) to be effective on the 15th day of November, 2021. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Randolph County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General**. The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities**. Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on November 15, 2021 and, unless earlier terminated as provided herein, shall continue through December 31, 2026. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, “HIPAA”) and each shall comply with the requirement of HIPAA as applied to the sharing of “protected health information” of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. “**Confidential Information**” means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

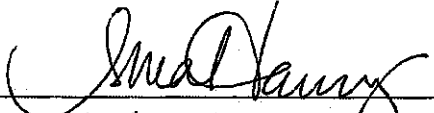
5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

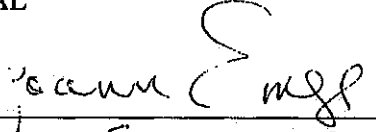
of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY COMWELL

By: 
Its: EXECUTIVE DIRECTOR

HOSPITAL SPARTA COMMUNITY HOSPITAL

By: 
Its: Joann Emge CEO

ACTIVE.134139260.02

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1 day of March, 2019 by and between GOTTLIEB COMMUNITY HEALTH SERVICES CORPORATION d/b/a MacNeal Hospital (hereinafter "Hospital") and Gateway Foundation, Inc., an Illinois not-for-profit corporation (hereafter "Gateway") and jointly (the "Parties").

Article I: Purpose

1.1 Program Description

Gateway will recruit and maintain a team of recovery coaches and counselors who will work with the medical teams at the Hospital to create a continuing care plan for individuals who present in the ED with heroin or other opioid use and who accept a written referral for Gateway services (the "Participants"). These staff will work with the Participants to provide education, perform a clinical assessment, create a continuing care plan, and make firm community referrals once the Participant is released.

The goal for this initiative is for staff to coordinate a direct transfer or referral to treatment upon discharge from the Hospital. For those who are not ready to take this step, the Participant will be provided with education and information on how to access treatment services.

1.2 Scope of Services

The protocol will be implemented as follows:

- 1.2.1 Gateway will work with Hospital staff to identify, assess, and engage eligible Participants.
 - 1.2.1.1 At this stage, severity of substance use and appropriate level of post-release care is identified through Drug Abuse Screening Test (DAST).
- 1.2.2 An Engagement Specialist and Recovery Coach will begin to work with the Participant while he/she is still at the hospital.
 - 1.2.2.1 Staff will work with the patients to provide education, perform a clinical assessment, create a continuing care plan, and make firm community referrals upon discharge from the hospital.

Gateway will assist in engaging Participants in treatment. Patients will also be advised of risks related to delaying treatment, and the benefits of engaging supports. Recovery Coaches will follow up with patients on their resource referrals, or make subsequent attempts to engage patients who initially refuse assistance.

1.3 Positions

- 1.3.1 Clinicians: “Engagement Specialists”:** Promotes substance use disorder treatment services and programs to engage Participants; explains Gateway’s background and philosophy, completes intake screenings and assessments, evaluates Participant’s needs, determines appropriate program placement, and completes related forms and records. Maintains collaborative working relationships and regular communication with referral sources to plan and coordinate services, and resolve potential barriers to effective treatment.
- 1.3.2 Recovery Coach:** Provides support to Participants in recovery or seeking recovery. Serves as a role model by exhibiting long-term stable personal recovery and use of appropriate coping skills. Maintains relationships with and knowledge of resources for Participants. Consults with other treatment team members. Provides resources to assist with recovery and transition.
- 1.3.3 Clinical Supervisor:** Responsible for providing direct supervision to Counselors and other clinical staff delivering services. Oversees Participant services and ensures compliance with established program standards and service delivery objectives. Responsible for orienting and training staff. Serves as resource to assigned staff in identifying and resolving complex case problems. Interprets and enforces area policies and procedures, and initiates corrective actions. Assumes Participant caseload in response to work load or staffing shortages. Interfaces with key staff at assigned community resources to foster exceptional relationships.
- 1.3.4 Identified Hospitals:** Gateway clinicians will be co-located at these hospitals during the time frames identified with the greatest incidence of OUD presentations.

Article II: Term and Termination

- 2.1 Term.** The term of this MOU shall be no more than two years year(s) from the date first written above.
- 2.2 Termination.** Either party may terminate this MOU without cause and without penalty by giving the other party at least thirty (30) days written notice. In addition, either party may terminate this MOU upon breach by the other party of any material provision of this MOU, provided such breach continues for 15 days after the receipt by the breaching party of written notice of such breach from non-breaching party.

Article III. Process and Protocol

- 3.1** Gateway proposes Screening, Brief Intervention and Referral to Treatment, (“SBIRT”) for the intervention model for this project. Although SBIRT is most often associated with

interrupting alcohol use/misuse, there is growing acceptance of the use of brief intervention with other substance use/misuse, particularly in conjunction with motivational interviewing strategies.

- 3.2 SBIRT is an evidence based model with the following key elements:
 - 3.2.1 Screening quickly assesses the severity of substance use and identifies the appropriate level of treatment.
 - 3.2.2 Brief intervention focuses on increasing insight and awareness regarding substance use and motivation toward behavioral change.
 - 3.2.3 Referral to treatment provides those identified as needing more extensive treatment with access to specialty care.
- 3.3 Gateway proposes to use the Drug Abuse Screening Tool ("DAST") for initial screening. The DAST is a brief questionnaire exploring drug use, patterns and consequences of use. It can be either self or clinician-administered and easily scored in under 10 minutes and offers a starting point for the conversations to come.
- 3.4 If a substance use disorder is indicated by the DAST, Gateway will complete an interview identifying need in the related domains: legal, social, medical, employment. Based upon assessment, candidates will be educated about OUD and treatment options available. Motivational interviewing strategies will be utilized. Recommendations for care will be discussed. For clients who express a willingness/desire to admit promptly, that transition is facilitated immediately. For those who express some reluctance, the Recovery coach will arrange to follow up with phone calls/visits to encourage enrollment in treatment.
- 3.5 Linkages with providers will be established throughout both Cook and Lake County, facilitating a warm handoff to the next caregivers. Providers offering all ASAM levels of care as well as providers offering Medication Assisted treatment ("MAT") will be included in a comprehensive list of treatment "options" for participants.
- 3.6 Gateway agrees to:
 - 3.6.1 Obtain release of information from Participants to provide for release of confidential information between Gateway and Hospital.
 - 3.6.2 Develop an effective communication system between Gateway clinical staff and Hospital staff to ensure the most advantageous delivery of care to mutual Participants. With Participant consent, this could include inviting Hospital staff to clinical review meetings for co-Participants and generally supporting a high level of communication between clinical staff.
 - 3.6.3 Gateway shall remain subject to the Trinity Health Vendor Code of Conduct¹.

¹ <http://www.trinity-health.org/documents/SupplierCodeofConduct.pdf>

- 3.6.4 Gateway shall at all times ensure that it and its staff hold all necessary licenses and accreditations necessary to perform the services contemplated to be rendered under this MOU.
- 3.6.5 If Gateway staff perform services on Hospital premises or involve the use of Hospital's Information Systems, then Gateway shall cause such staff to fully comply with any and all Hospital policies and procedures and meet and comply with Hospital's contracted services onboarding procedures, including obtaining, at Gateway's sole expense, all Hospital-required occupational medicine screening and testing for third-party clinical personnel. For avoidance of doubt, Gateway shall cause its staff to promptly execute and comply with the terms of any Hospital-required facility or system access forms required by Hospital.
- 3.6.6 Gateway shall immediately remove any Gateway personnel whom Hospital deems to be unacceptable upon Hospital's demand.
- 3.6.7 To the extent offered or made available by Hospital, Gateway staff shall not waste and may only use Hospital-provided space, equipment, services, facilities and consumables (collectively, "Hospital Facilities") solely for the purposes of this MOU and for no other purpose. Upon the expiration or termination of this MOU, Gateway shall leave Hospital Facilities in broom clean and good repair, ordinary wear and tear excepted.

3.7 Hospital agrees to:

- 3.7.1 Obtain release of information from Participants to provide for release of confidential information between Hospital and Gateway.
- 3.7.2 Subject to Hospital's access policies, procedures and terms and conditions of access, allow Gateway staff access to Participants and provide relevant clinical information regarding these Participants to the designated Gateway staff members.
- 3.7.3 Develop an effective communication system between Hospital clinical staff and Gateway staff to ensure the most advantageous delivery of care to mutual Participants. With Participant consent, this will include Gateway staff being present for all clinical staff meetings where care and progress of Participants will be discussed and generally supporting a high level of communication between clinical staff.
- 3.7.4 Hospital may, but is not obligated to, provide any Hospital Facilities it deems reasonably necessary (in its sole determination and discretion) for Gateway to efficiently perform the services contemplated herein.

Article IV: Compensation & Billing

- 4.1 There will be no compensation from Gateway to the Hospital for these services, except that Gateway may reimburse Hospital for its reasonable expenses incurred in order to implement this Agreement. There will be no compensation from the Hospital to Gateway for these services.

- 4.2. As between Hospital and Gateway, Gateway may directly bill Participants or their third-party insurance plans for Gateway services rendered. To the extent that Gateway's services are reimbursable by government or private managed care or other third party health insurance plans, Gateway shall make its best efforts to participate and enroll in those plans in which Hospital participates and all Gateway billing shall be performed in compliance with and subject to all applicable billing rules, regulations or policies of the plan. Moreover, for Participants not covered by third-party insurance, Gateway shall develop and implement financial assistance and fair billing policies and procedures substantially similar, but in any case, no less beneficial than those offered to uninsured patients by Hospital².

Article V. MOU Review and Meetings

- 5.1 Within six (6) months following commencement of this MOU, Gateway and the Hospital agree to meet to share data and engage in a review of outcomes, including but not limited to; number of assessments completed, types of recommendations for Participant, follow through with recommendations by Participant. At this six (6) month meeting, Gateway and Hospital will agree upon no less than two (2) written and measurable service performance metrics and methods and responsibilities for data collection and reporting. Thereafter, the parties agree to meet at least annually to discuss reporting on these metrics.
- 5.2 Gateway and the Hospital agree to meet with appropriate personnel and review at least quarterly, to ensure that the terms of the MOU are being met and problem resolution is occurring as needed.

Article VI. General Provisions

- 6.1 Independent Contractors. None of the provisions of this MOU is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this agreement. Gateway staff shall at all times remain Gateway's employees and Gateway shall at all times be solely responsible for paying Gateway staff compensation, withholdings and benefits and for complying with any and all employment regulatory obligations.
- 6.2 Gateway Representation. Gateway warrants and represents now and throughout this MOU that:
- 6.2.1 Insurance Coverage: Gateway will carry General Liability & Professional Liability Insurance for the duration of this MOU with not less than one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in aggregate annually and provide proof of such coverage to the Hospital upon request.

² Generally available at <https://www.loyolamedicine.org/patient-information/financial-charity-policy>.

- 6.2.2 Gateway Indemnification: Gateway shall indemnify, defend and hold harmless the Hospital against any claims, liabilities, damages, and expenses, incurred by or assessed to Hospital in defending or compromising actions brought against Hospital arising out of or related to acts or omissions of Gateway or its employees in connection with this MOU. Hospital will provide prompt notice to Gateway of any claims arising under this Section 6.2.2.
- 6.2.3 Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this MOU.
- 6.2.4 Confidentiality: Gateway shall comply with all applicable State and Federal statutes, State and Federal regulations and Hospital policies regarding confidential records or other information obtained by Gateway concerning Participants served under this MOU. The records and information shall be protected by Gateway from unauthorized disclosure.
- 6.3 Hospital Representation. Hospital warrants and represents now and throughout this MOU that:
- 6.3.1 Insurance Coverage: Hospital will carry General Liability Insurance for the duration of this MOU with not less than one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in aggregate annually and provide proof of such coverage to the Gateway upon request.
- 6.3.2 Hospital Indemnification: Hospital shall indemnify and hold harmless Gateway against any claims, liabilities, damages, and expenses, incurred by Gateway in defending or compromising actions brought against Gateway arising out of or related to the negligent acts or omissions of Hospital or its employees in connection with this MOU. Gateway will provide prompt notice to Hospital of any claims arising under this Section 6.3.2.
- 6.3.3 Survival of Indemnification: The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this MOU.
- 6.3.4 Confidentiality: Hospital shall comply with all applicable State and Federal statutes, State and Federal regulations and Hospital policies regarding confidential records or other information obtained by Hospital concerning Participants served under this MOU. The records and information shall be protected by Hospital from unauthorized disclosure.
- 6.4 Entire MOU: Modification: This MOU contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties. Any modification or amendment must be reduced to writing and signed by both the Hospital and Gateway.
- 6.5 Compliance with Law: Each party agrees to comply with all applicable state and federal law including, but not limited to Illinois Mental Health and Developmental Disabilities Code and Act (405 ILCS 5/1/100) as may be amended from time to time.

- 6.6 **Governing Law:** This agreement shall be construed in accordance with the laws of the State of Illinois, without giving effect to conflict of interest provisions.
- 6.7 **Counterparts:** The agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.
- 6.8 **Partial Invalidity:** If any provision of this MOU is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provision of this agreement.
- 6.9 **Notices:** All notices shall be in writing and delivered personally, by certified or registered mail, or by Federal Express or Express Mail.
- 6.10 **Captions:** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this MOU.
- 6.11 **Assignment:** Neither party shall assign or transfer, in whole or part, this MOU or part of a party's rights, duties or obligations under this transfer without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.


Gateway:



By:
Its:

3/1 _____, 2019

Hospital:



By: Daniel J. Posl
Its: Exp

3/1 _____, 2019

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 1 day of March, 2019 by and between LOYOLA UNIVERSITY MEDICAL CENTER (hereinafter "Hospital") and Gateway Foundation, Inc., an Illinois not-for-profit corporation (hereafter "Gateway") and jointly (the "Parties").

Article I: Purpose

1.1 Program Description

Gateway will recruit and maintain a team of recovery coaches and counselors who will work with the medical teams at the Hospital to create a continuing care plan for individuals who present in the ED with heroin or other opioid use and who accept a written referral for Gateway services (the "Participants"). These staff will work with the Participants to provide education, perform a clinical assessment, create a continuing care plan, and make firm community referrals once the Participant is released.

The goal for this initiative is for staff to coordinate a direct transfer or referral to treatment upon discharge from the Hospital. For those who are not ready to take this step, the Participant will be provided with education and information on how to access treatment services.

1.2 Scope of Services

The protocol will be implemented as follows:

1.2.1 Gateway will work with Hospital staff to identify, assess, and engage eligible Participants.

1.2.1.1 At this stage, severity of substance use and appropriate level of post-release care is identified through Drug Abuse Screening Test (DAST).

1.2.2 An Engagement Specialist and Recovery Coach will begin to work with the Participant while he/she is still at the hospital.

1.2.2.1 Staff will work with the patients to provide education, perform a clinical assessment, create a continuing care plan, and make firm community referrals upon discharge from the hospital.

Gateway will assist in engaging Participants in treatment. Patients will also be advised of risks related to delaying treatment, and the benefits of engaging supports. Recovery Coaches will follow up with patients on their resource referrals, or make subsequent attempts to engage patients who initially refuse assistance.

1.3 Positions

- 1.3.1 Clinicians: “Engagement Specialists”:** Promotes substance use disorder treatment services and programs to engage Participants; explains Gateway’s background and philosophy, completes intake screenings and assessments, evaluates Participant’s needs, determines appropriate program placement, and completes related forms and records. Maintains collaborative working relationships and regular communication with referral sources to plan and coordinate services, and resolve potential barriers to effective treatment.
- 1.3.2 Recovery Coach:** Provides support to Participants in recovery or seeking recovery. Serves as a role model by exhibiting long-term stable personal recovery and use of appropriate coping skills. Maintains relationships with and knowledge of resources for Participants. Consults with other treatment team members. Provides resources to assist with recovery and transition.
- 1.3.3 Clinical Supervisor:** Responsible for providing direct supervision to Counselors and other clinical staff delivering services. Oversees Participant services and ensures compliance with established program standards and service delivery objectives. Responsible for orienting and training staff. Serves as resource to assigned staff in identifying and resolving complex case problems. Interprets and enforces area policies and procedures, and initiates corrective actions. Assumes Participant caseload in response to work load or staffing shortages. Interfaces with key staff at assigned community resources to foster exceptional relationships.
- 1.3.4 Identified Hospitals:** Gateway clinicians will be co-located at these hospitals during the time frames identified with the greatest incidence of OUD presentations.

Article II: Term and Termination

- 2.1 Term.** The term of this MOU shall be no more than two years year(s) from the date first written above.
- 2.2 Termination.** Either party may terminate this MOU without cause and without penalty by giving the other party at least thirty (30) days written notice. In addition, either party may terminate this MOU upon breach by the other party of any material provision of this MOU, provided such breach continues for 15 days after the receipt by the breaching party of written notice of such breach from non-breaching party.

Article III. Process and Protocol

- 3.1 Gateway proposes Screening, Brief Intervention and Referral to Treatment, ("SBIRT") for the intervention model for this project. Although SBIRT is most often associated with interrupting alcohol use/misuse, there is growing acceptance of the use of brief intervention with other substance use/misuse, particularly in conjunction with motivational interviewing strategies.
- 3.2 SBIRT is an evidence based model with the following key elements:
 - 3.2.1 Screening quickly assesses the severity of substance use and identifies the appropriate level of treatment.
 - 3.2.2 Brief intervention focuses on increasing insight and awareness regarding substance use and motivation toward behavioral change.
 - 3.2.3 Referral to treatment provides those identified as needing more extensive treatment with access to specialty care.
- 3.3 Gateway proposes to use the Drug Abuse Screening Tool ("DAST") for initial screening. The DAST is a brief questionnaire exploring drug use, patterns and consequences of use. It can be either self or clinician-administered and easily scored in under 10 minutes and offers a starting point for the conversations to come.
- 3.4 If a substance use disorder is indicated by the DAST, Gateway will complete an interview identifying need in the related domains: legal, social, medical, employment. Based upon assessment, candidates will be educated about OUD and treatment options available. Motivational interviewing strategies will be utilized. Recommendations for care will be discussed. For clients who express a willingness/desire to admit promptly, that transition is facilitated immediately. For those who express some reluctance, the Recovery coach will arrange to follow up with phone calls/visits to encourage enrollment in treatment.
- 3.5 Linkages with providers will be established throughout both Cook and Lake County, facilitating a warm handoff to the next caregivers. Providers offering all ASAM levels of care as well as providers offering Medication Assisted treatment ("MAT") will be included in a comprehensive list of treatment "options" for participants.
- 3.6 Gateway agrees to:
 - 3.6.1 Obtain release of information from Participants to provide for release of confidential information between Gateway and Hospital.
 - 3.6.2 Develop an effective communication system between Gateway clinical staff and Hospital staff to ensure the most advantageous delivery of care to mutual Participants. With Participant consent, this could include inviting Hospital staff to clinical review meetings for co-Participants and generally supporting a high level of communication between clinical staff.

- 3.6.3 Gateway shall remain subject to the Trinity Health Vendor Code of Conduct¹.
- 3.6.4 Gateway shall at all times ensure that it and its staff hold all necessary licenses and accreditations necessary to perform the services contemplated to be rendered under this MOU.
- 3.6.5 If Gateway staff perform services on Hospital premises or involve the use of Hospital's Information Systems, then Gateway shall cause such staff to fully comply with any and all Hospital policies and procedures and meet and comply with Hospital's contracted services onboarding procedures, including obtaining, at Gateway's sole expense, all Hospital-required occupational medicine screening and testing for third-party clinical personnel. For avoidance of doubt, Gateway shall cause its staff to promptly execute and comply with the terms of any Hospital-required facility or system access forms required by Hospital.
- 3.6.6 Gateway shall immediately remove any Gateway personnel whom Hospital deems to be unacceptable upon Hospital's demand.
- 3.6.7 To the extent offered or made available by Hospital, Gateway staff shall not waste and may only use Hospital-provided space, equipment, services, facilities and consumables (collectively, "Hospital Facilities") solely for the purposes of this MOU and for no other purpose. Upon the expiration or termination of this MOU, Gateway shall leave Hospital Facilities in broom clean and good repair, ordinary wear and tear excepted.

3.7 Hospital agrees to:

- 3.7.1 Obtain release of information from Participants to provide for release of confidential information between Hospital and Gateway.
- 3.7.2 Subject to Hospital's access policies, procedures and terms and conditions of access, allow Gateway staff access to Participants and provide relevant clinical information regarding these Participants to the designated Gateway staff members.
- 3.7.3 Develop an effective communication system between Hospital clinical staff and Gateway staff to ensure the most advantageous delivery of care to mutual Participants. With Participant consent, this will include Gateway staff being present for all clinical staff meetings where care and progress of Participants will be discussed and generally supporting a high level of communication between clinical staff.
- 3.7.4 Hospital may, but is not obligated to, provide any Hospital Facilities it deems reasonably necessary (in its sole determination and discretion) for Gateway to efficiently perform the services contemplated herein.

Article IV: Compensation & Billing

- 4.1 There will be no compensation from Gateway to the Hospital for these services, except that Gateway may reimburse Hospital for its reasonable expenses incurred in order to

¹ <http://www.trinity-health.org/documents/SupplierCodeofConduct.pdf>

implement this Agreement. There will be no compensation from the Hospital to Gateway for these services.

- 4.2. As between Hospital and Gateway, Gateway may directly bill Participants or their third-party insurance plans for Gateway services rendered. To the extent that Gateway's services are reimbursable by government or private managed care or other third party health insurance plans, Gateway shall make its best efforts to participate and enroll in those plans in which Hospital participates and all Gateway billing shall be performed in compliance with and subject to all applicable billing rules, regulations or policies of the plan. Moreover, for Participants not covered by third-party insurance, Gateway shall develop and implement financial assistance and fair billing policies and procedures substantially similar, but in any case, no less beneficial than those offered to uninsured patients by Hospital².

Article V. MOU Review and Meetings

- 5.1 Within six (6) months following commencement of this MOU, Gateway and the Hospital agree to meet to share data and engage in a review of outcomes, including but not limited to; number of assessments completed, types of recommendations for Participant, follow through with recommendations by Participant. At this six (6) month meeting, Gateway and Hospital will agree upon no less than two (2) written and measurable service performance metrics and methods and responsibilities for data collection and reporting. Thereafter, the parties agree to meet at least annually to discuss reporting on these metrics.
- 5.2 Gateway and the Hospital agree to meet with appropriate personnel and review at least quarterly, to ensure that the terms of the MOU are being met and problem resolution is occurring as needed.

Article VI. General Provisions

- 6.1 Independent Contractors. None of the provisions of this MOU is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this agreement. Gateway staff shall at all times remain Gateway's employees and Gateway shall at all times be solely responsible for paying Gateway staff compensation, withholdings and benefits and for complying with any and all employment regulatory obligations.
- 6.2 Gateway Representation. Gateway warrants and represents now and throughout this MOU that:

² Generally available at <https://www.loyolamedicine.org/patient-information/financial-charity-policy>.

- 6.2.1 **Insurance Coverage:** Gateway will carry General Liability & Professional Liability Insurance for the duration of this MOU with not less than one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in aggregate annually and provide proof of such coverage to the Hospital upon request.
 - 6.2.2 **Gateway Indemnification:** Gateway shall indemnify, defend and hold harmless the Hospital against any claims, liabilities, damages, and expenses, incurred by or assessed to Hospital in defending or compromising actions brought against Hospital arising out of or related to acts or omissions of Gateway or its employees in connection with this MOU. Hospital will provide prompt notice to Gateway of any claims arising under this Section 6.2.2.
 - 6.2.3 **Survival of Indemnification:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this MOU.
 - 6.2.4 **Confidentiality:** Gateway shall comply with all applicable State and Federal statutes, State and Federal regulations and Hospital policies regarding confidential records or other information obtained by Gateway concerning Participants served under this MOU. The records and information shall be protected by Gateway from unauthorized disclosure.
- 6.3 **Hospital Representation.** Hospital warrants and represents now and throughout this MOU that:
- 6.3.1 **Insurance Coverage:** Hospital will carry General Liability Insurance for the duration of this MOU with not less than one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) in aggregate annually and provide proof of such coverage to the Gateway upon request.
 - 6.3.2 **Hospital Indemnification:** Hospital shall indemnify and hold harmless Gateway against any claims, liabilities, damages, and expenses, incurred by Gateway in defending or compromising actions brought against Gateway arising out of or related to the negligent acts or omissions of Hospital or its employees in connection with this MOU. Gateway will provide prompt notice to Hospital of any claims arising under this Section 6.3.2.
 - 6.3.3 **Survival of Indemnification:** The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and it shall survive the termination of this MOU.
 - 6.3.4 **Confidentiality:** Hospital shall comply with all applicable State and Federal statutes, State and Federal regulations and Hospital policies regarding confidential records or other information obtained by Hospital concerning Participants served under this MOU. The records and information shall be protected by Hospital from unauthorized disclosure.
- 6.4 **Entire MOU: Modification:** This MOU contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties. Any modification or amendment must be reduced to writing and signed by both the Hospital and Gateway.

- 6.5 Compliance with Law: Each party agrees to comply with all applicable state and federal law including, but not limited to Illinois Mental Health and Developmental Disabilities Code and Act (405 ILCS 5/1/100) as may be amended from time to time.
- 6.6 Governing Law: This agreement shall be construed in accordance with the laws of the State of Illinois, without giving effect to conflict of interest provisions.
- 6.7 Counterparts: The agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.
- 6.8 Partial Invalidity: If any provision of this MOU is prohibited by any applicable law or court decree, said prohibition shall not invalidate or affect the remaining provision of this agreement.
- 6.9 Notices: All notices shall be in writing and delivered personally, by certified or registered mail, or by Federal Express or Express Mail.
- 6.10 Captions: The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this MOU.
- 6.11 Assignment: Neither party shall assign or transfer, in whole or part, this MOU or part of a party's rights, duties or obligations under this transfer without the prior written consent of the other party.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the day and year first written above.

Gateway:




By:

Its:

3/1, 2019

Hospital:


By: Daniel J. Best
Its: President

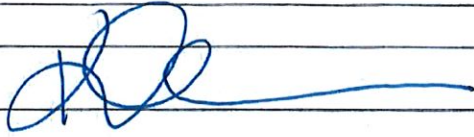
2/22, 2019

SAINT ANTHONY HOSPITAL

LEGAL REVIEW REQUEST FORM

Instructions:

- To avoid delays, please complete all fields.
- Press TAB to get to next field; DO NOT press ENTER.
- Submit completed form as an email attachment to: kchmura@sahchicago.org

Date Given to Legal:	7/3/2020	
Contract Submitted By:	Name: SHERRI SPENCER Phone Ext: 44470	
Vendor/Company Contact Information:	Vendor Name: Contact Name: Gateway Sarah Thoren Phone: 773 826 - 1916 Email: sthoren@gatewayfoundation.org	
Type of Contract:	Vendor <input type="checkbox"/> Professional <input checked="" type="checkbox"/> Other <input type="checkbox"/>	
Have you reviewed the contract? (check one)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Cost of fully executed contract:	\$ 0	
Budgeted? (check one) (If yes, indicate amount budgeted)	Yes <input type="checkbox"/> Amount: \$ No <input checked="" type="checkbox"/> NO COST	
Brief description of contract:	Substance Abuse Referral Partnership. All cost covered under SAMHSA grant	
Term (with date of renewal):	One day <input type="checkbox"/> Renewal Date: Other term:	
Termination (w/ or w/o cause and required notice):		
Insurance Type & Coverage Provided by Whom?	General <input type="checkbox"/> Professional <input type="checkbox"/> Other <input type="checkbox"/> SAH <input type="checkbox"/> Contractor <input type="checkbox"/>	
Signatures	Date:	
Legal:		
Financial (CFO):		
IT:		
Other:		
Comments/Issues/Concerns:	NO COST associated with contract.	

SERVICES AGREEMENT

This Services Agreement (the "**Agreement**") is entered into as of the _____ (the "**Effective Date**"), by and between Hospital ("**Hospital**"), an Illinois not-for-profit corporation, and Gateway Foundation, Inc. ("**Gateway**"), an Illinois not-for-profit corporation. Hospital and Gateway may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, Hospital is a charitable nonprofit institution that provides inpatient and outpatient health care services;

WHEREAS, Gateway is a nonprofit organization that provides drug and alcohol treatment;

WHEREAS, Gateway maintains a team of recovery coaches and counselors who will work with the medical teams at Hospital to create a continuing care plan for individuals who present to the Emergency Department (the "**ED**") with heroin or other opioid use, or any other substance use disorder ("**Patient**");

WHEREAS, Gateway will coordinate a direct transfer or referral to treatment upon discharge from the Hospital for such Patients who accept such direct transfer or referral;

WHEREAS, Hospital desires to retain the services of Gateway to provide Services to Patients seen in the Hospital's ED;

WHEREAS, the mission of Hospital will be enhanced by a collaborative affiliation with Gateway who is interested in addressing the health care needs of the community and will optimize the efficiency and effectiveness of health care resources for patient care; and

WHEREAS, Hospital maintains and periodically updates a master list of all contracts for arrangements that exist between the parties, which list is available for review by the Secretary of Health and Human Services upon request.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. SERVICES OF GATEWAY.

A. *Services.* Hospital desires that Gateway perform and Gateway agrees to perform the Services ("**Services**") set forth on Exhibit A.

B. *No Subcontractors Without Consent.* Gateway may not delegate or subcontract its duties, responsibilities, and obligations under this Agreement without the prior written consent of Hospital.

2. COLLABORATION REGARDING OUTCOMES AND RECOMMENDATIONS.

Within six (6) months following commencement of this Agreement, and quarterly thereafter, Hospital and Gateway shall meet at mutually convenient times to share data and engage in a review of outcomes, including, but not limited to (i) number of engagements completed; (ii) types of recommendations for Patient(s); (iii) follow through with recommendations by Patient(s); and (iv) to ensure that the terms of this Agreement are being met and problem resolution is occurring as needed.

3. **SPACE AND EQUIPMENT.**

A. *Space.* Though Gateway often works bedside, Hospital shall make available suitable space in the ED for Gateway to meet with Patient family members, make phone calls and to complete any appropriate documents and forms. The location, size, amenities and all other characteristics of the space shall be reserved by the Hospital in its sole discretion. Gateway shall not be considered a tenant of Hospital and all rights granted regarding the space shall terminate concurrently with the termination of this Agreement.

B. *Equipment.* Gateway shall provide equipment necessary for Gateway staff to perform Services, such as lap top, phone and wireless connection. Hospital shall provide use of other equipment such as copy machine, printer, facsimile and any other equipment as mutually agreed upon.

4. **COMPENSATION.** There shall be no compensation made to Gateway by Hospital for Services provided under this Agreement. Gateway is funded solely by a grant.

5. **HOSPITAL HEALTH REQUIREMENTS.** Gateway shall ensure that each employee performing Services under this Agreement has met all requirements, including drug screening, set forth by the Hospital. Hospital Health Requirements for Students, Agency Staff, Vendors, and Independent Contractors, attached as Exhibit B. Hospital may grant specific exemptions from such requirements for religious or medical reasons in accordance with its policies and procedures. Gateway shall be solely responsible for any and all costs associated with such requirements.

6. **RELATIONSHIP BETWEEN PARTIES.**

A. *Independent Contractor.* In the performance of the Services provided by Gateway under this Agreement, it is expressly understood and agreed between the parties that Gateway shall at all times act and perform as an independent contractor specializing in the provision of Services. Nothing in this Agreement shall be deemed to constitute the parties as joint employers, joint ventures or partners or anything other than independent contractors.

B. *No Benefits.* As an independent contractor, neither Gateway nor its personnel will be eligible to participate in any employee benefit program of Hospital or any other subsidiary, successor or related corporation thereof.

C. *Control or Direction Over Methods.* Hospital shall neither have nor exercise any control or direction over the methods by which Gateway's Services are performed, except that Gateway agrees to perform at all times in strict accordance with generally accepted methods and standards. Hospital understands that Gateway's deliverables are governed by the grant.

D. *Provider Obligations.* Gateway assumes all liabilities and responsibilities concerning the withholding of taxes and social security obligations for Gateway employee salaries. Gateway agrees to indemnify Hospital for any liability (including attorneys' fees and costs) incurred as a result of Gateway not withholding income tax and social security obligations or Gateway's failure to pay required income tax and social security obligations.

7. CONFIDENTIALITY.

A. *Confidential Information.* Gateway acknowledges that in connection with providing Services under this Agreement, Gateway will acquire and make use of confidential information and trade secrets (the "**Confidential Information**") of Hospital, including, but not limited to, internal memoranda, reports, patient lists, and other materials or records of a proprietary nature. Gateway agrees that it shall not, during the Term and for so long as any such Confidential Information may remain confidential, secret or otherwise wholly or partially non-disclosable, use such information or divulge the Confidential Information to any third party, unless Hospital consents in writing. Gateway shall be permitted to disclose Confidential Information to Gateway's attorney and/or accountant if they have a need to know such Confidential Information for the purpose of providing services to Gateway and they agree to be bound by this Confidentiality provision. The foregoing restrictions with respect to the Confidential Information shall not apply to any information which (i) is on the date hereof or hereafter becomes generally available to the public other than as a result of a disclosure, directly or indirectly, by the party receiving the Confidential Information or its representatives; (ii) was available to the party receiving the Confidential Information on a non-confidential basis prior to its disclosure; or (iii) becomes available to the party receiving the Confidential Information on a non-confidential basis from a source other than a party or its representatives, which source was not itself bound by a confidentiality agreement.

B. *Patient Information.* Any health information pertaining to patients who receive Services shall be protected by both Hospital and Gateway in accordance with all applicable Federal and state laws, rules and regulations and shall be handled and maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and regulations; and laws and regulations governing the Confidentiality of Substance Use Disorder Patient Records ("**42 CFR Part 2**"), as well as Hospital's applicable policies, procedures and guidelines. Specifically, Gateway shall obtain a signed and written release of information from patients to permit the sharing of information between Hospital and Gateway for the coordination of care. Federal law/42 CFR Part 2 prohibits unauthorized disclosure of records received from Gateway that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder.

C. *Illinois Personal Information Protection Act.* As required by the Illinois Personal Information Protection Act, Gateway shall (i) prevent the unauthorized access to, collection of, use of, or disclosure of electronic information in its custody or control ("**Electronic Information**"); (ii) preserve the integrity and security of Electronic Information; (iii) keep its information systems free of malware, including uncorrected known vulnerabilities; and (iv) maintain compliance with information security and privacy laws. Gateway shall maintain and comply with a comprehensive written information security program containing administrative, physical, and technical safeguards to facilitate the foregoing.

8. TERM AND TERMINATION.

A. *Term.* The term of this Agreement shall be for the period of one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for up to one (1) additional one (1) year term unless terminated by either party as set forth herein.

B. *Termination without Cause.* This Agreement may be terminated by either party without cause upon at least thirty (30) days written notice. If this Agreement is terminated within the first year from the Effective Date, then the parties shall not enter another agreement for the same or similar services until after the first anniversary.

C. *Termination for Material Breach.* Either party may notify the other party in writing of a material breach. If within thirty (30) days of receiving written notice of the breach, the breaching party is unable to cure the breach to the satisfaction of the non-breaching party, this Agreement shall immediately terminate. In the event that a party does not exercise its right to terminate this Agreement for any breach of which it provides notice herein, such party does not waive its right to exercise its right to terminate this Agreement for any future breach.

D. *Gateway's Immediate Termination Rights.* Gateway may immediately terminate this Agreement if Hospital loses its Illinois license to operate as a hospital.

E. *Hospital's Immediate Termination Rights.* Hospital may immediately terminate the Agreement in the event of one of the following:

- i) Gateway fails to comply with the insurance provisions required herein;
- ii) Gateway hereunder is or becomes excluded, barred or ineligible to participate in Medicare, Medicaid or any other Federal or state health care program.

F. *Termination (or Amendment) for Regulatory Reasons.* Either party may terminate or unilaterally amend this Agreement, without liability, if on the advice of its counsel it determines in its reasonable judgment that the terms of this Agreement more likely than not may be interpreted to violate any present or proposed future law or regulation applicable to it. Notwithstanding the foregoing, the parties shall only amend this Agreement to the extent necessary to conform the potentially violatable terms to the applicable law or regulation and shall make as little change as possible to the substance of this Agreement, and will only terminate this Agreement pursuant to this subsection if it determines, in its reasonable judgment, that it cannot amend this Agreement in a manner that will preserve the substance of the relationship between the parties. If a party is able to fashion an amendment that will cause the potentially violatable terms to comply with the applicable law or regulation, but the amendment is unacceptable to the other party, then the other party may elect to terminate this Agreement without liability if the amendment would result in a material change to this Agreement upon not less than thirty (30) days written notice.

9. INSURANCE.

A. *General Liability Insurance – Gateway.* Gateway shall, at Gateway's own expense, carry and maintain a general liability policy. Limits of insurance shall be in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. Gateway shall name Hospital as an additional insured on Gateway's general liability policy. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

B. *General Liability Insurance – Hospital.* Hospital shall carry and maintain a general liability policy in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence and

Three Million Dollars (\$3,000,000.00) in the aggregate. Hospital shall provide proof of such coverage upon request by Gateway.

C. *Certificates of Insurance.* Gateway shall provide to Hospital, as Exhibit C, certificates of insurance evidencing the above coverage and renewals thereof prior to executing this Agreement.

D. *Cooperation in Defense.* Gateway agrees to cooperate in the investigation and defense of any and all claims and litigation against Hospital which arise out of Gateway's duties under this Agreement.

E. *Indemnification.* To the fullest extent permitted by law, Gateway shall indemnify, defend and hold harmless Hospital, including each of its respective Board of Directors, individually and collectively, and its officers, employees, and agents, individually and collectively (collectively, "**Indemnitees**"), from claims, liabilities, damages, costs, and expenses, including reasonable attorneys' fees, attributable to bodily injury or property damage (including loss of use thereof) caused by the negligent acts or omissions of Gateway, its officers, employees and agents in the performance of services under this Agreement ("**Claims**"). Gateway shall have no obligation to defend, indemnify, or hold harmless any of the Indemnitees for Claims arising out of the negligence or willful misconduct of any of the Indemnitees.

10. GOVERNMENT HEALTHCARE EXCLUSION. Gateway hereby represents and warrants that as of the Effective Date, and for the duration of the Term of this Agreement, Gateway shall ensure that: (a) it is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program, and that (b) it will not employ or directly contract with any individual or entity whom Gateway knows or should have known after reasonable inquiry: (i) has been convicted of a criminal offense related to health care, or (ii) is then currently excluded, debarred or otherwise ineligible for participation in any federal or state health care program (unless the individual has been reinstated to participation in Medicare and all other federal and state health care programs after being excluded because of conviction). In furtherance of this requirement, Gateway agrees that it shall make reasonable inquiry as to any existing or prospective employee, agent, subcontractor, or independent contractor considered for engagement by the Gateway to perform Services under this Agreement by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report once (1x) per calendar month with respect to all such prospective and current employees, agents, subcontractors, and independent contractors, and shall notify Hospital immediately in accordance with the notice provisions of this Agreement of any such conviction, exclusion, debarment, or ineligibility. Gateway shall fully indemnify, defend and hold harmless Hospital, and each of its respective governing boards and its board members, officers, employees and agents, individually and collectively, from all liabilities, damages, costs, fines and expenses, including reasonable attorneys' fees, arising from a breach of this Section.

11. ACCESS TO BOOKS AND RECORDS. Gateway shall retain and make available upon request, for a period of seven (7) years after furnishing Services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such Services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives or successors. If Gateway carries out any of its duties under the Agreement through a subcontract with a related organization involving a value or cost of \$10,000.00 or more over a twelve (12) month

period, Gateway will cause such subcontract to contain a clause to the effect that until the expiration of ten (10) years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States of any of their duly authorized representatives, copies of said subcontract and any books, documents, records, and other data of said related organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement. If such section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

12. **AMENDMENTS.** No amendment, change, modification or alteration of this Agreement shall be binding unless documented in writing and signed by both parties.

13. **WAIVER.** The failure of either party to exercise or enforce any right conferred upon it hereunder shall not be deemed to be a waiver of any such right nor operate to bar the exercise or performance thereof at any time or times thereafter, nor shall a waiver of any right hereunder at any given time including rights to any payment be deemed a waiver thereof for any other time.

14. **SEVERABILITY.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held to be invalid, illegal or unenforceable in any respect by any court or other entity having the authority to do so, the remainder of this Agreement, or the application of such affected provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be in no way affected, prejudiced or disturbed, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

15. **BUSINESS CONDUCT.** Gateway and its employees shall abide by Hospital's Code of Conduct.

16. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

17. **NOTICES.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of Gateway, by notifying Hospital, and in the case of Hospital, by notifying Gateway:

If to Hospital:
Attention:

With a Copy to: Saint Anthony Hospital
Insert appropriate information

If to Gateway:

Gateway Foundation, Inc.
55 East Jackson
Suite 1500
Chicago, Illinois 60604
Attention: Dr. Thomas P. Britton, President & CEO

Any party may change the address for notice by notifying the other party, in writing, of the new address.

18. **NON DISCRIMINATION.** In providing Services under this Agreement, Gateway agrees to not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap, or any other legally prohibited basis.

19. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of Hospital and Group with respect to the subject matter hereof, and supersedes all negotiations, prior or contemporaneous discussions, agreements or understandings, whether written or oral

20. **ASSIGNMENT.** This Agreement may not be assigned

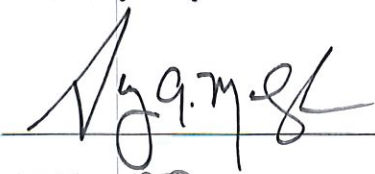
21. **SURVIVAL.** The provisions of Sections 7, 9, 10 and 11 of this Agreement shall survive the termination or expiration of this Agreement for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Saint Anthony Hospital

GATEWAY FOUNDATION, INC.

By: _____



President & CEO

By: _____



Dr. Thomas P. Britton
President and CEO

Date: _____

7.7.2020

Date: July 8, 2020

EXHIBIT A

DESCRIPTION OF SERVICES

Gateway maintains a team of recovery coaches and counselors who work with Hospital clinical teams to create continuing care plans for people of adults who present to the Emergency Department (“ED”) with heroin or other opioid use or any other substance use. Gateway shall work with Hospital staff to identify, assess and engage eligible Patients.

A. Scope of Services

Any patient presenting at the Hospital for heroin or opioid use or any other substance use disorder must first be medically screened by the personnel in the ED. The expectations for the medical screening will be set forth by the Hospital and may include triage, registration in the Hospital’s system, nursing assessment and a medical screening exam.

If the ED physician or other hospital caregiver determines that heroin or other opioid use or any other substance use disorder exists, the ED physician will request a screening be provided by Gateway.

As deemed appropriate by the Hospital, Gateway staff will also engage with patients admitted to other areas of the Hospital

An Engagement Specialist and Recovery Coach will begin to work with the patient while he/she is still at the Hospital. Such individuals will work with patients to provide education, perform a substance use screening, create a continuing care plan, and make firm community referrals once the patient is released. Gateway will assist in engaging patients in treatment. Patients will also be advised of risks related to delaying treatment, and the benefits of engaging supports. Recovery Coaches will follow up with patients on their resource referrals, or make subsequent attempts to engage patients who initially refuse assistance.

B. Process and Protocol

1. Gateway proposes Screening, Brief Intervention and Referral to Treatment, (“SBIRT”) for the intervention model for this project. SBIRT is an evidence based intervention relying on brief education and motivational conversation.

SBIRT includes the following key elements:

- a. Screening, which quickly assesses the severity of substance use and identifies the appropriate level of treatment.
- b. Brief intervention, which focuses on increasing insight and awareness regarding substance use and motivation toward behavioral change.
- c. Referral to treatment, which provides those identified as needing more extensive treatment with access to specialty care.

2. Gateway proposes to use the Drug Abuse Screening Tool (“DAST”) for initial screening. The DAST is a brief questionnaire exploring drug use, patterns and consequences of use. It can be either self or clinician-administered and easily scored in under 10 minutes and offers a starting point for the conversations to come.

3. If a substance use disorder is indicated by the DAST, Gateway will complete an interview identifying need in the related domains: legal, social, medical, employment. Based upon assessment, candidates will be educated about Opioid Use Disorder (“**OD**”) and Substance Use Disorder (SUD) and treatment options available. Motivational interviewing strategies will be utilized. Recommendations for care will be discussed. For clients who express a willingness/desire to admit promptly, that transition is facilitated immediately. For those who express some reluctance, the Recovery coach will arrange to follow up with phone calls/visits to encourage enrollment in treatment.

4. Linkages with providers will be established throughout all of Chicagoland in multiple counties as needed to ensure that clients have the benefit of making a successful transition from the hospital to treatment. Providers offering all ASAM levels of care as well as providers offering Medication Assisted treatment (“**MAT**”) will be included in a comprehensive list of treatment “options” for patients.

5. The relevant Healthcare Effectiveness Data and Information Set (“**HEDIS**”) are offered as an accepted measure of effective patient engagement for this vulnerable population. HEDIS is a tool used by more than 90 percent of America's health plans to measure performance on important dimensions of care and service. In the Alcohol and Drug Dependence domain, HEDIS has identified the following measures, which are consistent with the goals of this grant:

- a. Follow-Up After Emergency Department Visit for Alcohol and Other Drug Dependence
- b. Identification of Alcohol and Other Drug Services
- c. Initiation and Engagement of Alcohol and Other Drug Dependence Treatment
- d. In keeping with the above, Gateway submits a successful outcome will be a patient that:
 - i. Agrees to seek services for an OD
 - ii. Makes an appointment at a “next” provider
 - iii. Presents for care at that next provider

6. In addition to the demographic data requested by Substance Use Prevention and Recovery “**SUPR**”, Gateway will track and report the following elements.

- i. Number of contacts
- ii. Risk level identified
- iii. Referrals to each intervention (e.g.: MAT, OP, IOP)
- iv. Confirmation of handoff
- v. Number of substance use disorder patients seen by Gateway staff monthly.
- vi. Complete and submit monthly reports using the Hospital template, if requested.

7. Gateway agrees to:

- a. Obtain release of information from Patients to provide for release of confidential information between Gateway and Hospital.
 - b. Develop an effective communication system between Gateway clinical staff and Hospital staff to ensure the most advantageous delivery of care to mutual Patients. With Patient consent, this could include inviting Hospital staff to clinical review meetings for co-Patients and generally supporting a high level of communication between clinical staff.
8. Hospital agrees to:
- a. Obtain release of information from Patients to provide for release of confidential information between Gateway and Hospital.
 - b. Allow Gateway staff access to Patients and provide relevant clinical information regarding these Patients to the designated Gateway staff members.
 - c. Develop an effective communication system between Hospital clinical staff and Gateway staff to ensure the most advantageous delivery of care to mutual Patients. With Patient consent, this will include Gateway staff being present for all clinical staff meetings where care and progress of Patients will be discussed and generally supporting a high level of communication between clinical staff.

C. Gateway Personnel

1. *Clinicians.* Clinicians are “Engagement Specialists,” who (i) promotes substance use disorder treatment services and programs to engage Patients; (ii) explains Gateway’s background and philosophy; (iii) completes intake screenings and assessments; (iv) evaluates Patient’s needs, determines appropriate program placement, and completes related forms and records; and (v) maintains collaborative working relationships and regular communication with referral sources to plan and coordinate services and resolve potential barriers to effective treatment.
2. *Recovery Coach.* The Recovery Coach provides support to Patients in recovery or seeking recovery. The Recovery Coach (i) serves as a role model by exhibiting long-term stable personal recovery and use of appropriate coping skills; (ii) maintains relationships with and knowledge of resources for Patients; (iii) consults with other treatment team members; and (iv) provides resources to assist with recovery and transition. The Recovery Coach is primarily responsible for transporting patients to their next caregiver.
3. *Clinical Supervisor* The Clinical Supervisor (i) is responsible for providing direct supervision to Counselors and other clinical staff delivering services; (ii) oversees Patient services and ensures compliance with established program standards and service delivery objectives; (iii) is responsible for orienting and training staff; (iv) serves as resource to assigned staff in identifying and resolving complex case problems; (v) interprets and enforces area policies and procedures, and initiates corrective actions; (vi) assumes Patient caseload in response to work load or staffing shortages; and (vii) interfaces with key staff at assigned community resources to foster exceptional relationships.

D. Gateway Hours and Availability

Services are available at times mutually agreed upon with the Hospital to individuals who are experiencing a substance use disorder. Gateway and the Hospital will establish communication protocols for need outside of the specified hours.

EXHIBIT C
CERTIFICATES OF INSURANCE

Memorandum of Agreement

This Memorandum of Agreement ("Agreement" or "MOA") is entered into as of **August 1, 2016** ("Effective Date") by and between Grand Prairie Services ("Health Center"), located at 19400 North Creek Drive, Lynwood, Illinois and Advocate Health and Hospitals Corporation ("Advocate") d/b/a Advocate South Suburban Hospital, ("Hospital"), located at 17800 South Kedzie Avenue, Hazel Crest, Illinois 60429.

WHEREAS, Health Center is a non-profit corporation operating a private practice pursuing the status as a Federally Qualified Health Center Look Alike ("FQHC Look Alike") pursuant to Section 330 of the Public Health Service Act ("Section 330"), which program is administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("HHS"), to provide, or arrange the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in Lynwood, Illinois, Chicago Heights, Illinois, and surrounding communities, regardless of the individual's or family's ability to pay for such services;

WHEREAS, Hospital is an acute care hospital that provides inpatient and outpatient services and is committed to the provision of health care services to the residents in the south suburban area of Chicago, including its uninsured, underinsured and other vulnerable populations, either directly or through collaborations with other organizations providing health care services to such populations;

WHEREAS, Health Center and Hospital wish to collaborate to enhance the accessibility and provision of services to the underserved and vulnerable populations served by Health Center.

1. Effective Date; Term; Automatic Renewal; Termination. This Agreement will take effect upon the Effective Date of this Agreement. The initial term of the Agreement shall be one (1) year, and it shall automatically renew for up to four (4) successive terms of one (1) year unless terminated sooner. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice. Under no circumstances shall this Agreement remain in effective beyond five (5) years in duration.

2. Hospital Medical Staff Membership. Health Center providers may apply for medical staff membership at Hospital, and Hospital will evaluate the applications in accordance with its Medical Staff Bylaws. In the event that Health Center providers do not become members of Hospital's medical staff, Hospital and Health Center will collaborate and communicate to ensure all Health Center patients are seen and appropriately treated at Hospital, with follow-up care coordinated at the Health Center.

3. Hospital's Services. Hospital agrees to make the following services available to Health Center patients consistent and in accordance with the highest standard of care, and in the same professional manner and pursuant to the same professional standards as are generally provided to Hospital's patients: diagnostic radiology services; outpatient diagnostic cardiology services; laboratory/pathology services; emergency services, including seeing Health Center patients in the Hospital's Emergency Department during hours when Health Center is closed or at anytime when admission of a Health Center patient is necessary and the standard referral process is not available or feasible. Hospital will notify Health Center's on-call physician using the contact number provided by Health Center to Hospital prior to admission of any Health Center patient. Hospital will provide inpatient services, including in-hospital coverage for

Health Center patients admitted to Hospital through contracted hospitalists or medical groups approved by Health Center. Hospital will ensure that the hospitalists or medical group members coordinate and communicate consistently with Health Center, in accordance with standards of practice. Hospital will provide appropriate referrals to specialists as determined by the patient's attending physician(s), and coordinate discharge planning. Hospital will make obstetrical services and gynecological services available. Obstetrical services shall include prenatal care, intrapartum care (labor and delivery), and postpartum care.

4. Hospital Treatment of Patients. Hospital agrees to accept all patients referred to it by Health Center, regardless of the individual's or family's ability to pay, subject to capacity and other limitations as applied to all individuals seeking services. Health Center patients shall be eligible for financial assistance in accordance with Hospital's charity care policy.

5. Hospital Coordination of Patient Care and Discharge. Hospital agrees to refer patients back to Health Center at a mutually agreeable time that is clinically appropriate, which shall be determined on a case-by-case basis for individual patients. In doing so, Hospital agrees to provide Health Center with a written diagnosis (as applicable), discharge notes, and specific recommendations for follow-up care, as applicable. Patients receiving services from Hospital shall be considered patients of Hospital. Hospital shall be responsible for billing and collecting all payments from appropriate third party payors, funding sources, and, as applicable, patients, for any and all professional and technical services rendered by Hospital pursuant to this MOA, observing its customary billing, collection and charity care/sliding fee discount policies, as applicable.

6. Health Center Responsibilities. For referrals, the Health Center will develop protocols, with input from the Hospital, to assist patients referred by Health Center to Hospital in making timely and appropriate appointments with Hospital for the provision of services. Health Center conduct an in-person or telephonic assessment of patient's condition, if possible, prior to contacting Hospital to set up an appointment. Health Center will assist patient in preparing and send to Hospital, the referral form and any necessary medical information on the patient. The referral will then be logged into Health Center's and Hospital's EHR according to their respective referral tracking policies. To enable the parties to assure the continuity of care of patients who are referred by Health Center to Hospital, and to ensure the continuity of care of patients referred back to Health Center, Health Center and Hospital agree to develop mutually agreed upon protocols by which the parties can identify persons served by both Health Center and Hospital.

7. Health Center Coordination of Patient Care. Health Center shall participate in coordination of care for Health Center patients who have received emergency, diagnostic and inpatient services at Hospital. Health Center shall accept referrals for primary care services and behavioral health services in accordance with Health Center's standard policies.

8. Compliance with Health Requirements. Health Center represents, warrants that any of its providers, employees, volunteers or contractors providing services under this Agreement while on Hospital's premises have received the most recent influenza vaccine, have either been immunized or have certified immunity to rubella, Hepatitis B, have had a negative tuberculin test or negative chest x-ray within

the last twelve (12) months, and have received any other immunizations as reasonably required by Hospital from time to time.

9. Insurance. Each party agrees to secure and maintain, or cause to be secured and maintained during the term of this Agreement, Worker's Compensation and general liability insurance for itself and its officers, directors, employees, contractors, and agents, consistent with prevailing standards. Each party also agrees to secure and maintain, or cause to be secured and maintained, at all times during this Agreement's term, policies of professional liability (malpractice, errors and omissions) insurance and/or self-insurance of at least \$1,000,000 per incident and \$3,000,000 aggregate against professional liabilities for itself and for its employed and/or contracted health care personnel. If either party's general or professional liability insurance is written in a "claims made," as opposed to an "occurrence" form, such party agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement. In lieu of the professional liability insurance coverage specified above, Health Center, at its option, may provide written assurance to Hospital that Health Center and Health Center health care personnel employed by or individually contracted with Health Center have Federal Tort Claims Act ("FTCA") coverage for professional liability actions, claims, or proceedings arising out of acts or omissions committed within the scope of employment.

Copies of certificates of insurance and/or FTCA deeming evidencing the above coverage is attached hereto as Exhibit A. Each party will give the other party prompt written notice of any termination, suspension, expiration without renewal, or relinquishment of insurance set forth above.

10. Medical Record Ownership. All medical records shall be the sole property of Advocate.

11. Access to Books and Records. Health Center shall retain and make available upon request for a period of ten (10) years after furnishing services herein, the Agreement, books, documents and records which are necessary to certify the nature and extent of the costs thereof when requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Health Center carries out any of its duties under the Agreement through a subcontract with a related organization involving a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, Health Center will cause such subcontract to contain a clause to the effect that, until the expiration of ten (10) years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

12. Government Healthcare Exclusion. Health Center hereby represents and warrants that as of the Effective Date, and for the duration of the Term of this Agreement, Health Center shall ensure that: (a) it is not listed by any federal or state agency as excluded, debarred, or otherwise ineligible for participation in any federal or state health care program, and that (b) it will not employ or directly contract with any individual or entity whom Health Center knows or should have known after reasonable inquiry: (i) has been convicted of a criminal offense related to health care, or (ii) is then currently excluded, debarred or otherwise ineligible for participation in any federal or state health care program (unless the individual has

been reinstated to participation in Medicare and all other federal and state health care programs after being excluded because of conviction). In furtherance of this requirement, Health Center agrees that it shall make reasonable inquiry as to any existing or prospective employee, agent, subcontractor, or independent contractor considered for engagement by the Health Center to perform services under this Agreement by reviewing the General Services Administration's List of Parties Excluded from Federal Programs and the HHS/OIG Cumulative Sanction Report once (1x) per calendar month with respect to all such prospective and current employees, agents, subcontractors, and independent contractors, and shall notify Hospital immediately in accordance with the notice provisions of this Agreement of any such conviction, exclusion, debarment, or ineligibility. Health Center shall fully indemnify, defend and hold harmless Advocate, Hospital, and each of its respective governing boards and its board members, officers, employees and agents, individually and collectively, from all liabilities, damages, costs, fines and expenses, including reasonable attorneys' fees, arising from a breach of this Section.

13. Notice. All notices permitted or required to be given under the terms of this Agreement shall be deemed received when delivered personally or within three (3) days after it has been post-marked in the United States Mail, certified, postage prepaid and addressed as follows:

If to Hospital: Advocate South Suburban Hospital
17800 Kedzie Avenue
Hazel Crest, IL 60429
Attn: President

With copy to: Advocate Health Care
3075 Highland Parkway, Suite 600
Downers Grove, IL 60515
Attn: Senior VP & General Counsel

If to Health Center: Grand Prairie Services
19400 North Creek Drive
Lynwood, IL
Attn: Chief Medical Office

A party may change the address for notice by notifying the other party, in writing, of the new address.

14. Compliance with Laws. Hospital and Health Center shall comply with all relevant federal, state and local laws and regulations. Hospital and Health Center recognize that patient information is confidential under the Health Insurance Portability and Accountability Act (HIPAA) and under the Illinois Medical Patient Rights Act and other relevant Illinois law, and Hospital and Health Center may use and disclose protected health information as defined in HIPAA only in accordance with such laws.

15. Business Conduct and Conflict of Interest. Health Center and its providers shall abide by Advocate Health Care's Business Conduct Program. Health Center agrees that upon request by Hospital, it shall cause its providers to complete an Advocate Conflict of Interest form.

16. Relationship of the Parties. Health Center and Hospital shall remain separate and independent entities. None of the provisions of this MOA are intended to create, nor shall be deemed or construed to create, any relationship between or among the parties other than that of independent contractors. Except

as otherwise provided herein, neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.

17. Modification, Waiver. This MOA may not be modified, amended, discharged or waived, in whole or in part, without the express written consent of both parties.

18. Assignment. This MOA may not be assigned, delegated, or transferred by either party without the express prior written consent and authorization of the other party. This provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their duly authorized transferees, successors and assigns.

19. Governing Law. This MOA shall be construed in accordance with the laws of the State of Illinois, as well as all applicable Federal laws, regulations, and policies.

20. Entire Agreement; Modification. This Agreement represents the complete understanding of the parties with regard to the subject matter hereof and supersedes any prior agreements, discussions or understandings. This Agreement may be modified by mutual written agreement of the parties.

21. Third Party Beneficiaries. Nothing herein is intended or shall be construed as creating any rights for any person or entity not a party hereto, including, but not limited to, any individuals receiving services pursuant to this Agreement.

22. Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable for any reason and in any respect, such invalidity, illegality, or unenforceability shall in no event effect, prejudice, or disturb the validity of the remainder of this Agreement, which shall be in full force and effect and enforceable in accordance with its terms.

23. Waiver of Breach. No waiver of any breach of any of the terms of this Agreement shall be construed or held to be a waiver of any other breach, or a waiver of, acquiescence in or consent to any future or succeeding breach.

24. Non-Discrimination. In providing services under this Agreement, the parties agree to not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap, or any other legally prohibited basis.

ADVOCATE HEALTH AND HOSPITALS CORPORATION
d/b/a ADVOCATE SOUTH SUBURBAN HOSPITAL

By: 
Richard Heim, President

Date: 7-13-16

GRAND PRAIRIE SERVICES

By: 
[Name, Position]

Date: 7/13/16

Exhibit A
Insurance Certificates

(Attached)



CERTIFICATE OF LIABILITY INSURANCE

GRANPRA-01

MKUIPERS

DATE (MM/DD/YYYY)

7/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

HomeStar Insurance Services, LLC
PO Box 487
Manteno, IL 60950

CONTACT

NAME:

PHONE

(A/C, No, Ext): (815) 929-2200

FAX

(A/C, No): (815) 937-3885

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Berkshire Hathaway Homestate Insurance Company

INSURER B: QBE Insurance Corporation

INSURER C: American International Group

23817

INSURER D:

INSURER E:

INSURER F:

INSURED

Grand Prairie Services
17746 S. Oak Park Ave.
Tinley Park, IL 60477

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		47-SPK-149815-01	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000 OTHER: \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	OTHER:					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		47RWS14981601	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		47SUM14981701	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 DED \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	QWC3000187	07/01/2016	07/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Directs & Officers L		15906895	08/01/2015	08/01/2016	Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Clinical Malpractice coverage is included in the insured's General Liability package policy, see limits above.

CERTIFICATE HOLDER

Proof of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement" or "MOA") is between GRAND PRAIRIE SERVICES ("Health Center"), an Illinois not-for-profit corporation, located at 19400 North Creek Drive, Lynwood, Illinois and Franciscan Alliance, Inc., d/b/a Franciscan St. James Health and Franciscan St. Margaret Health, (each a "Hospital" and collectively "Hospitals");

WHEREAS, Health Center is a not-for-profit corporation operating a private practice pursuing the status as a Federally Qualified Health Center Look Alike ("FQHC Look Alike") pursuant to Section 330 of the Public Health Service Act ("Section 330"), which program is administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("HHS"), to provide, or arrange the provision of, high quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in the South Suburbs of Chicago, Illinois, and Northwest Indiana, and their surrounding communities, regardless of the individual's or family's ability to pay for such services;

WHEREAS, Hospitals are short-term acute care hospitals that provide inpatient and outpatient services and are committed to the provision of health care services to the residents of Northwest Indiana and South Suburban Chicago, Illinois, including its uninsured, underinsured and other vulnerable populations, either directly or through collaborations with other organizations providing health care services to such populations; and

WHEREAS, Health Center and Hospitals wish to collaborate to ensure the accessibility and provision of services to the underserved and vulnerable populations served by Health Center.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The initial term of the Agreement will commence on July 1, 2016, and shall be one (1) year, and it shall automatically renew for successive

terms of one (1) year until terminated. Either party may terminate this Agreement at any time upon thirty (30) days prior written notice.

2. Hospital Medical Staff Membership. Health Center providers may apply for medical staff membership at Hospital in accordance with the applicable Medical Staff Bylaws. In the event that Health Center providers do not become members of Hospital's medical staff, Hospital and Health Center will collaborate and communicate as permitted by law to ensure all Health Center patients are seen and appropriately treated at Hospital, with follow-up care coordinated at the Health Center.
3. Hospital's Services. Hospital agrees to make the following hospital services available to the public, including Health Center patients on the same basis, subject to Hospital's policies and protocols, to Health Center patients consistent and in accordance with the standard of care, and in the same professional manner and pursuant to the same professional standards as Hospital generally provides to Hospital's patients: diagnostic radiology services; laboratory/pathology services; obstetrical services and gynecological services; emergency services, including seeing Health Center patients in the Hospital's Emergency Department at any time such patients present for care. Health Center acknowledges the forgoing is limited to services provided by Hospital and does not include, without limitation, the professional services of physicians. If a patient identifies as a patient of Health Center, Hospital will make reasonable efforts to notify Health Center's on-call physician using the contact number provided by Health Center to Hospital prior to admission of any Health Center patient. Hospital will provide inpatient services for Health Center patients admitted to Hospital. Hospital will make reasonable efforts to ensure that the providers caring for Health Center patients communicate with Health Center. Hospital will assist with the provision of appropriate referrals to specialists, as determined by the patient's attending physician(s), and coordinate discharge planning. Notwithstanding anything contained in the Agreement, nothing shall require Hospital to provide non-emergent care at free or discounted rates.

4. Hospital Treatment of Patients. Health Center patients shall be eligible for financial assistance in accordance with Hospital's charity care policy, a copy of which is attached hereto as Exhibit A.
5. Hospital Coordination of Patient Care and Discharge. Hospital will provide appropriate discharge instructions to patients. Patients receiving services from Hospital shall be considered patients of Hospital. Hospital shall be responsible for billing and collecting all payments from appropriate third party payors, funding sources, and, as applicable, patients, for any and all professional and technical services rendered by Hospital, observing its customary billing, collection and charity care/sliding fee discount policies, as applicable.
6. Health Center Coordination of Patient Care. Health Center shall participate in coordination of care for Health Center patients who have received emergency, diagnostic and inpatient services at Hospital. Health Center will provide primary care services and behavioral health services in accordance with Health Center's standard policies.
7. Relationship of the Parties. Health Center and Hospital shall remain separate and independent entities. None of the provisions of this MOA are intended to create, nor shall be deemed or construed to create, any relationship between or among the parties other than that of independent contractors. Except as otherwise provided herein, neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.
8. Modification, Waiver. This MOA may not be modified, amended, discharged or waived, in whole or in part, without the express written consent of both parties.
9. Assignment. This MOA may not be assigned, delegated, or transferred by either party without the express prior written consent and authorization of the other party.

10. Governing Law. This MOA shall be construed in accordance with the laws of the state where Hospital provides Health Center patient's care, as well as all applicable Federal laws, regulations, and policies.
11. Entire Agreement; Modification. This Agreement represents the complete understanding of the parties with regard to the subject matter hereof and supersedes any prior agreements, discussions or understandings. This Agreement may be modified by mutual written agreement of the parties.
12. Compliance with Laws. It is the intent and good faith belief of the parties that this Agreement complies with all applicable State and Federal Laws, including, but limited to the Stark Law, the Anti-Kickback Statute, and the Internal Revenue Code (the "Laws"). Should any provision of this Agreement be deemed by either party to be contrary to said Laws, then the parties shall attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. If the parties cannot promptly agree to a modification of the problematic provision, and there is a good faith belief that the problematic provision creates unfavorable exposure under the Laws, then either party may terminate this Agreement immediately upon written notice to the other party. This Agreement shall be included in Hospital's master contracts database and shall be available for review upon request by the Secretary of Health and Human Services or his/her designee
13. Federal and State Health Care Program Participation. As a continuing condition precedent under this Memorandum of Understanding, the Health Center represents and warrants to Hospitals that (i) neither the Health Center or any health care provider of the Health Center, nor any other employee, agent or representative of Health Center is excluded from participation in any state or federal health care program, (ii) the Health Center has not arranged or contracted (by employment or otherwise) with any physician or person or entity who the Health Center knows or should have known is excluded from participation in any state or federal health care program, and (iii) no final adverse action, as such term is defined under 42 U.S.C. § 1320a-

7e(g) (or any successor provision of law or regulation), has occurred or is pending or threatened against the Health Center or any health care provider of the Health Center, nor any other employee, agent or representative of Health Center (collectively "Excluded/Adverse Actions"). The Health Center shall notify Hospitals of any Excluded/Adverse Actions or any basis therefor immediately upon learning of any such Excluded/Adverse Action or any basis therefor.

14. Ethical Directives. In performing the services contemplated by this MOU, Health Center accepts and understands that Hospital and all its providers will comply with *The Ethical and Religious Directives for Catholic Health Care Services*, as promulgated by the United States Conference of Catholic Bishops or its successor and as interpreted by the local bishop from time to time.
15. HIPAA Compliance. Each party agrees that it will comply in all material respects with all federal and state mandated regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II Subtitle F of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"). Upon request by St. James, Provider shall comply with and execute St. James' then-current standard Business Associate Agreement.

Franciscan Alliance, Inc.,

d/b/a Franciscan St. Margaret

By: _____

[Name, Position]

Date: _____

GRAND PRAIRIE SERVICES

By: _____

[Name, Position]

Date: _____

Franciscan Alliance, Inc.,

d/b/a Franciscan St. James

By: Arnold Kinnel, CEO
[Name, Position]

Date: 6-17-16

Exhibit A

Current Status: Active

PolicyStat ID: 858235



Original: 3/11/1996
Last Reviewed: 12/11/2013
Last Revised: 12/11/2013
Next Review: 12/10/2016
Responsible Party: Jennifer Manon Sr VP
Finance CFO
Policy Area: Finance
References: Policy
Applicability: Franciscan Alliance
Corporate Board Directed -
All

Charity Care And Uninsured Patient Discount Policy

Policy Number: 301.01

Applies to: All Franciscan Alliance Hospitals (See Entity Listing)

PURPOSE:

Through Franciscan Alliance, Inc. (Franciscan), we continue the healing ministry of Christ in a Catholic health care system that upholds the moral values and teachings of the Catholic Church. Central concerns of this corporate ministry include compassion for those in need, respect for life and the dignity of persons. Franciscan believes in the dignity, uniqueness, and worth of each individual and, within the limits of our resources, Franciscan offers a comprehensive range of health care services to all regardless of race, creed, color, sex, national origin, handicap or an individual's financial capability. In light of this belief, we consider our health care services to be reaching out and responding, in a Christ-like manner, to those who are physically, materially, or spiritually in need.

Franciscan is committed to providing financial assistance, in the form of charity care or uninsured discounts, to persons who are uninsured or underinsured, who are ineligible for governmental or social service programs and who otherwise are unable to pay for emergency services or medically necessary care based on their individual financial situation. Consistent with our mission to deliver compassionate, high quality, affordable health care and to advocate for those who are poor and disenfranchised, Franciscan strives to ensure the financial capacity of people who need medically necessary health care services does not prevent them from seeking or receiving that care. This policy is designed to allow relief from all or part of the charges related to emergency or medically necessary health care services that exceed a patient's reasonable ability to pay. In order to ensure transparency, consistency and fairness in relation to this policy, patients are expected to cooperate with Franciscan's procedures by providing necessary information to determine their eligibility for financial assistance. Patients deemed financially able, will be expected to pay for their own health care services to avoid shifting the burden of care to other patients and the general public.

To best serve the community needs of each locality, this policy identifies the circumstances under which the facilities comprising Franciscan will extend charity care to patients whose financial status makes it impractical or impossible to pay for emergency or medically necessary health care services, and the circumstances under which Franciscan facilities will provide discounts to uninsured patients who may have the means to pay for

medical services provided. The necessity for medical treatment of any patient will be based on sound clinical judgment without regard to the financial status of the patient.

This policy is a vital component of Franciscan's social accountability program by which we hold ourselves accountable to our constituencies in those communities where we are privileged to serve. This policy also ensures Franciscan's compliance with the Patient Protection and Affordable Care Act, enacted March 23, 2010, through the Internal Revenue Code section 501(r) and Indiana Law IC 16-21-9.

DEFINITIONS:

Bad debt – cost of providing care to persons who are able but unwilling to pay some portion of the medical bills for which they are responsible.

Charity care – cost of health care services, provided in accordance with this charity care and uninsured patient discount policy, for which no or partial reimbursement will be received because of the recipient's inability to pay for those services.

Emergency services – goods and services provided in response to an emergency accident, meaning a sudden external event resulting in bodily injury, or an emergency illness, meaning the sudden onset of acute symptoms of such severity that the absence of immediate attention may result in serious medical consequences.

EMTALA – Emergency Medical Treatment and Active Labor Act

Family – shall mean the patient, patient's spouse (regardless of whether they live in the home) and all of the patient's children, natural or adoptive, under the age of eighteen who live in the home. If the patient is under the age of eighteen, the "family" shall include the patient's natural or adoptive parent(s) (regardless of whether they live in the home), and the parent(s)' children, natural or adoptive, under the age of eighteen.

Financial assistance – a reduction in the amount of charges billed for patients who are eligible for relief under this policy.

Financial assistance application – an application to receive financial assistance.

FPG – shall mean the Federal Poverty Income Guidelines that are published from time to time by the U.S. Department of Health and Human Services and in effect at the date of application for awards of financial assistance under this policy.

Guarantor – the person who is financially responsible for payment of services provided by the facility.

Medically necessary – inpatient or outpatient health care services provided for the purposes of evaluation, diagnosis and/or treatment of an injury, illness, disease or its symptoms, which otherwise left untreated, would pose a threat to the patient's ongoing health status. Services must be clinically appropriate and within generally accepted medical practice standards; represent the most appropriate and cost effective supply, device or service that can be safely provided and readily available within Franciscan facilities, with a primary purpose other than patient or provider's convenience. Services expressly excluded from medically necessary health care services include:

- cosmetic
- experimental treatments/procedures or services part of a clinical research program,
- certain bariatric related services,
- complementary/alternative medicine (i.e. acupuncture, massage therapy, chiropractic services, etc.),
- private duty nursing.

- dental services;
- services deemed noncovered by Medicare/Medicaid
- private and/or non Franciscan medical or physician professional fees; or
- other services and/or treatments at Franciscan's discretion.

Patient – the person who is the recipient of services provided by the facility.

Prompt pay discount – if applicable, a discount on the patient balance owed if paid in full and within a specified timeframe as may be established by Franciscan's facilities.

Underinsured – patients having some level of insurance or third party assistance but still having out-of-pocket expenses that exceed his/her financial abilities.

Uninsured – patients (i) who do not have governmental or private health insurance, (ii) whose insurance benefits have been exhausted, or (iii) whose insurance may not cover medically necessary services.

Uninsured patient discount – a discount provided to patients receiving medically necessary health care services who do not have any governmental or private health insurance or whose insurance benefits have been exhausted

POLICY STATEMENT:

Subject to all the terms and conditions hereinafter set forth, Franciscan has adopted this policy to be in effect at all Franciscan facilities, including but not limited to physician offices, ambulatory care locations, and hospitals, for uninsured patients receiving emergency services or uninsured patients residing in Franciscan's primary service area requiring medically necessary health care services.

This policy is intended to address the financial assistance needs of patients:

- A. Through the provision of full or partial charity care for emergency or medically necessary health care services:
 1. To patients whose level of income/assets falls within or below a predetermined range (i.e. multiple of the FPG); or
 2. To patients who have limited financial means relative to their medical bills and who are unable to pay, in part or in full, for medical services provided, without incurring undue financial hardship.
- B. Through the provision of financial discounts to uninsured patients for emergency or medically necessary health care services performed at Franciscan's hospital locations.

This policy is not intended to create any legal entitlement or to constitute a binding contract or agreement for or on behalf of any person. This policy is to provide emergency services and medically necessary care without regard to race, creed, color, sex, national origin, handicap, or an individual's financial capability. Franciscan does not have the authority to waive any charges or co-payments from physicians or other health care professionals who are not employed by Franciscan.

Consistent with EMTALA, all applicable Franciscan facilities will provide an appropriate medical screening to any individual, regardless of ability to pay, requesting treatment for a potential emergency medical condition. If, following an appropriate medical screening, Franciscan personnel determine that the individual has an emergency medical condition, Franciscan will provide services, within the capability of the respective Franciscan facility necessary to stabilize the individual's emergency medical condition or will affect an appropriate transfer as defined by EMTALA.

ELIGIBILITY FOR FINANCIAL ASSISTANCE:

Uninsured Patient Discount

Uninsured patients will be provided an uninsured patient discount for emergency services or medically necessary services performed at its hospital locations. The uninsured patient discount is based on the average rate of the respective Franciscan hospital facility's three best negotiated managed care contracts which will be calculated on an annual basis. Franciscan facilities may offer additional discounts based on the facts and circumstances unique to their local markets. This discount shall not be combined with other facility discounts, except for a prompt pay discount, if available. No discount shall be provided that violates any laws or government regulations.

Franciscan will identify uninsured patients during the registration and/or admissions process. The uninsured discount is applied automatically by the receivable system at the time of initial bill. All statements to patients will indicate the adjustment and the revised patient balance. The uninsured discount is a contractual discount and is not considered a charity care write off, unless the patient does also qualify for charity. Uninsured patient discounts will not be reversed due to nonpayment of an account. If, at any time, Franciscan becomes aware that a previously identified uninsured patient was in fact covered by insurance at the time of service, Franciscan will revoke the uninsured discount and issue a revised statement to the patient and the associated insurance provider. Patients that are still not able to pay the balance after the uninsured discount are able to apply for a charity care write off or a medical financial hardship adjustment.

Charity Care

Charity care will be available to uninsured or underinsured persons who receive emergency services or uninsured/underinsured patients located in the respective Franciscan facility's primary service area who require medically necessary health care services that are not eligible for coverage that would otherwise pay for these services (whether through employer-based coverage, commercial insurance, government sponsored coverage, COBRA, or third-party liability coverage). Franciscan's uninsured patient discount will first be applied to the patient's balance prior to the application of any charity care write off.

Patients scheduled for elective, non-medically necessary procedures are expected to pay and shall not automatically be screened for charity care.

A patient's qualification for charity care will be determined through a financial assistance application and screening process. Patients who may qualify for Medicaid, or any other governmental assistance must be denied coverage or assistance from those governmental programs prior to receiving approval for charity care. Franciscan may also utilize an external vendor, service, or data source that would provide information on a patient's or guarantor's ability to pay (i.e. credit scoring).

Eligibility for charity care may be determined at any point in the collections cycle (i.e. prior to the provision of services, during the normal collections cycle, or may be used to re-classify accounts after they have been deemed uncollectible and subsequently returned from a third party collection agency).

Franciscan applies a two step test in determining a patient's/guarantor's eligibility for charity care -- a minimum income test and a means test. Under the minimum income test, the patient's/guarantor's family income that is documented on the financial assistance application is compared to the FPG. Under the means test, an evaluation of the patient's/guarantor's medical bills, assets, liabilities, income and expenses as documented on the financial assistance application is evaluated and a patient/guarantor who is otherwise eligible for charity care may have the amount of charity care reduced or eliminated by the amount of qualified assets (if any) that

would not send the family into medical indigence or otherwise adversely affect the well-being of the patient or the patient's family. The following sliding scale will be used in the determination of the level of charity care write off

Annual Family Income	Amount of Write-Off
≤ 200% of FPG	100%
201-250% of FPG	80%
251-300% of FPG	60%
301-350% of FPG	40%
351-400% of FPG	20%

Medical Financial Hardship Adjustment

Uninsured and underinsured patients/guarantors who do not qualify for charity care, but have medical bills that exceed 20% of their annual income (unless they have qualifying assets) may be given a medical financial hardship adjustment based upon the totality of their circumstances and/or an extended payment plan. The medical financial hardship adjustment would be initiated through the completion of a financial assistance application. If circumstances warrant, the following medical financial hardship percentage adjustments will be used:

Medical Bill as % of Annual Family Income	Adjustment
20 – 29%	15%
30 – 39%	20%
40 – 49%	25%
50 – 59%	30%
60 – 69%	35%
70 – 79%	40%
80 – 89%	45%
90 – 100%	50%

PROCEDURE FOR FINANCIAL ASSISTANCE:

Communication to Patients

- A. Franciscan communicates the availability of financial assistance in appropriate care settings such as emergency departments, admitting/registration areas, billing offices, outpatient service settings, and on Franciscan facilities' websites. Signs/postings will inform patients that free or reduced cost care may be available to qualifying patients who complete a financial assistance application.
- B. Brochures summarizing this policy will be available in multiple languages specific to the geographic area of each Franciscan facility.
- C. Financial counselors and business office personnel are available to help patients understand and apply for local, state, and federal health care programs and Franciscan's financial assistance programs as described in this policy.

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- D. All billing statements and statements for services will inform uninsured patients that financial assistance is available
 - E. Patients/guarantors may request a copy of the financial assistance application by calling the Franciscan billing office or downloading a copy from Franciscan facilities' websites.
 - F. Patients/guarantors can request financial assistance information by calling Franciscan's billing office phone line on a 24 hour basis.
 - G. Individuals other than the patient, such as the patient's physician, family members, community or religious groups, social services, or hospital personnel may make requests for financial assistance on the patient's behalf, subject to applicable privacy laws.
 - H. Prior to transfer to a collection agency, Franciscan will send a minimum of 4 statements and make 7 phone call attempts to contact the patient/guarantor at the address and phone number provided by the patient/guarantor. Statements and communications will inform
 - I. the patient of the amount due and if they can not pay their balance the availability of financial assistance
 - J. Annual education programs will be provided to all of Franciscan's revenue cycle office staff and its collection agencies regarding the provisions of this policy.

Financial Assistance Application

Each patient has the opportunity to apply for financial assistance at all times throughout his or her relationship with Franciscan – prior to treatment, throughout treatment, and up to the resolution of his or her account. Patients wishing to apply for financial assistance are responsible for initiating and completing the financial assistance application in a timely fashion which is defined as within 30 days after (i) its receipt by the patient/guarantor by U.S. mail or electronic submission or (ii) after notification by the patient/guarantor to the Franciscan billing office that they are seeking financial assistance via the online financial assistance application. Completion includes filling out, signing, and submitting the financial assistance application along with all requested documentation of income, expenses, assets, and liabilities. Franciscan's billing office will place the patient's account on hold once a financial assistance application has been requested and until a financial assistance determination is made.

Applicants are treated with dignity and respect throughout the financial assistance process and all information/materials received will be confidentially maintained. The patient's cooperation in providing Franciscan with necessary information is crucial to the financial assistance process. Typically a patient is not eligible for financial assistance until he or she has applied for and has been deemed ineligible for federal and state governmental assistance programs. As a result, Franciscan will make resources available to assist patients in enrolling in or applying for such programs.

if the patient fails to fully complete or submit the financial assistance application along with the requested documentation of income, expenses, assets and liabilities, Franciscan will begin its regular collection activity including possible transfer to a collection agency and nonpayment communicated to credit reporting agencies if the patient/guarantor does not respond to Franciscan's collection efforts as described above

Franciscan will inform patients, in the form of a written letter, a notice of determination with- in 45 days after receiving a completed application and all the requested documentation. The notice of determination will indicate whether the patient was granted financial assistance, the reason for any financial assistance denial the patient's remaining balance due, and indicate that if the patient's/guarantor's financial situation has changed since filing their financial assistance application they should notify Franciscan's billing office. All written notifications of determination will be kept on file.

Franciscan will work with patients/guarantors to resolve the remainder of their balance after financial assistance including the availability of paying their balance via a mutually agreed upon payment plan. Patients are responsible to make mutually acceptable payment plan arrangements with Franciscan within 30 days of their notice of determination. Payment plans will not exceed 10% of the patient's / guarantor's family income per year unless the family has qualified assets for which a higher payment plan may be established. The minimum monthly payment amount is \$25. Patients are responsible for communicating to the Franciscan billing office anytime an agreed upon payment plan may be broken. Lack of communication by the patient may result in further account collection activity including use of an outside collection agency.

Franciscan will send a minimum of 2 statements to patients who fail to make payment arrangements after their notice of determination or who do not comply with the mutually agreed upon payment plans. This communication will take place prior to transfer to a collection agency.

Patients whose accounts have been transferred to a collection agency may request financial assistance and complete a financial assistance application with requested documentation and be considered for a full or partial charity care write off.

Along with the completed financial assistance application, the patient/guarantor must submit the following documentation:

- A. Family income from all sources including but not limited to gross wages, unemployment compensation workers' compensation, social security income, supplemental security income, public assistance, veteran's payments, survivor benefits, pension or retirement income, interest, dividends, rent, royalties, income from estates, trusts, educational assistance, alimony, child support, assistance from outside the household, lottery/gaming winnings, etc.
- B. If employed, copies of the most recent three months of pay stubs
- C. If self employed, copies of most recent two years of business' profit and loss statement
- D. If unemployed, unemployment benefits statement and / or letter signed from person who is supporting the patient explaining what type of financial support is provided
- E. If disabled, verification of any disability pay and/or physician's report documenting inability to work for given period of time
- F. If retired, copies of social security and any pension/retirement income
- G. Copies of statements from savings and checking accounts, certificates of deposit, stocks, bonds, money market accounts, etc.
- H. Equity in real estate, excluding the patient's/guarantor's primary residence
- I. Number of dependents
- J. Applicants whose current financial position is not adequately reflected by prior income reports may submit statements and/or appropriate documentation of their current/future financial position
- K. Copies of any medical bills with other health care providers to validate medical financial hardship
- L. Copies of most recent state and federal income tax forms including copies of
 - W2s
 - Schedule C Profit and Loss from Business
 - Schedule D Capital Gains and Losses
 - Schedule E Supplement Income and Loss

Schedule F Profit and Loss from Farming

M. If no federal tax return was filed, a copy of Form 1722 from IRS as confirmation

Franciscan may request a credit history to confirm the patient's/guarantor's financial assistance information. Patients will be advised if additional documentation is needed. Financial assistance applications received without sufficient and/or appropriate income, expense, asset and liability information will be pended for 15 days after which the financial assistance application will be denied. All or a portion of any amount which has previously been written off as charity care will be reinstated if it is subsequently determined that the patient's/guarantor's financial assistance application contained a material misrepresentation.

There are circumstances where a patient may meet criteria for presumptive eligibility for financial assistance. These individuals will be eligible for financial assistance without further scrutiny.

Franciscan will presumptively recognize the following circumstances as charity care:

- A. Patient/guarantor who has filed bankruptcy and whose debts to Franciscan have been fully or partially discharged by the Court.
- B. Deceased patient with no estate and no other guarantor requiring the discharge of debt by
- C. Franciscan.
- D. Homeless patient, with no evidence of income or assets through communication with the patient, credit reports and other appropriate means with, to the best of Franciscan's knowledge, no guarantor or governmental payment program available.
- E. Patient / guarantor whom Franciscan knows to be an illegal alien, with no evidence of income or assets through communication with the patient/guarantor, credit reports and any other appropriate means.

Newly eligible Medicaid patient who has unpaid accounts for dates of service prior to the patient's Medicaid effective date and to the best of Franciscan's knowledge, there is no guarantor or other financial assistance available from a governmental payment program.

Mental incapacitation with no one to act on the patient's behalf.

Enrollment in assistance programs for low income individuals having eligibility criteria at or below 200% of the federal poverty income guidelines.

Patient receives grant assistance for medical services.

Once approved, the patient will remain eligible for charity care for a maximum of four months. The eligibility period will begin from the date of the patient's approval of charity care. Charity care discounts will be given for current open accounts and the following four months of emergency services or medically necessary care. After the eligibility period has elapsed, the patient must reapply for financial assistance.

Appeals of Assistance Determinations

A patient or guarantor can appeal a financial assistance determination decision by providing additional information or a written explanation of extenuating circumstances to the Franciscan billing office within 30 days of receiving the financial assistance notice of determination. Franciscan will notify the patient/guarantor of the outcome of the appeal. Only one appeal for each determination will be accepted.

Quality Assurance

To provide patients with a quality financial assistance program, Franciscan will:

-
- A. Perform random audits of applicable patient accounts to ensure that financial assistance is communicated and administered in compliance with the terms of this policy.
 - B. Provide annual financial assistance policy training and education to Franciscan revenue cycle and collection agency staff.
 - C. Periodically review this policy for clarity, applicability, and legal and tax compliance.

External Collection Agency Practices

As previously described within this policy, Franciscan makes reasonable efforts to confirm patients are not eligible for financial assistance programs prior to external collection agency assignment or otherwise engaging in extraordinary collection actions. Neither Franciscan nor its external collection agencies will pursue involuntary bankruptcy proceedings against a patient. Franciscan will not place involuntary liens on a patient's/guarantor's primary residence if they qualify for full or partial charity care. In cases where a voluntary lien has secured a Franciscan debt, Franciscan will not execute a lien that forces the sale, vacancy or foreclosure of a patient's/guarantor's primary residency to pay for outstanding medical bills. Franciscan will not cause a bench warrant, an order issued by a judge or court for the arrest of a person (i.e. body attachment). Garnishment of wages is permitted only if the patient / guarantor does not qualify for full or partial charity care and a court determines that the patient's / guarantor's wages are sufficient for garnishment. Collection agencies will notify credit reporting agencies of nonpayment of balances only if the patient / guarantor does not qualify for full or partial charity care. Once an agency has identified a patient/guarantor that may be eligible for financial assistance, they will inform the patient/guarantor as such and provide him or her details of how to apply for such assistance. On an annual basis, external collection agencies will be educated on Franciscan's financial assistance programs and the provisions of this policy which are subject to Franciscan's internal audit review for adherence.

REPORTING:

Community Benefits Reporting

Franciscan will identify the level of financial assistance provided to eligible patients by facility within its annual Community Benefit Report.

Financial Statement Reporting

To facilitate the appropriate financial statement reporting of financial assistance, Franciscan's billing office will use specifically identified transaction codes when applying charity care write offs, uninsured patient discounts and medical financial hardship adjustments. Periodic reports will be prepared for management's use and discussion and presented to Franciscan's Board of Trustees and leadership committees.

Uninsured patient discounts will be classified in the facilities' financial statements in the deductions from revenue section as a contractual allowance deduction. The cost of medical services classified as uninsured patient discount will be included in quarterly and annual Community Benefit reports. Charity care write offs and medical financial hardship adjustments, after the application of the uninsured patient discount, will be classified as charity care in the facilities' financial statements and will be included in quarterly and annual Community Benefit reports.

Regulatory Requirements

In implementing this policy, Franciscan's management and facilities shall comply with all other federal, state, and local laws, rules, and regulations that may apply to activities conducted pursuant to this policy.

DISCLAIMER:

This document is intended to serve as a statement of policy and not as a contract or agreement with any patient or former patient. This document does not entitle any person to charity care, uninsured patient discounts, or medical financial hardship adjustments. This document does not create and is not intended to create any third party beneficiaries nor is it intended to create any legal rights with regard to any person or entity, including but not limited to any patient, former patient, governmental entity or agency, third-party payor or guarantor or anyone acting on behalf of such entity or administering benefits for such entity. This document does not create and is not intended to create any legal duties with regard to Franciscan or its facilities to any person or entity. All determinations are final and are committed to the sound, unfettered discretion of such personnel.

Sister Lethia Marie Leveille, OSF

Secretary, Board of Trustees

Prior to 11/24/10 the policy was numbered 300.04.

During the transition to PolicyStat, if you do not see any electronic signatures on this policy, the signatures will be found in the PDF archived version

Attachments:

No Attachments

Committee

Approver

Date

Lethia Marie Sister Leveille: Corporate Secretary 12/11/2013

**Memorandum of Understanding
Between**

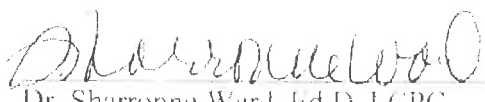
**Grand Prairie Services
and**

**The Board of Trustees of the University of Illinois on behalf of the
University of Illinois at Chicago College of Dentistry
(UIC Contract ref. no. CN-00024483)**

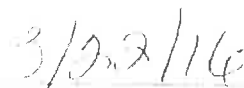
This Memorandum of Understanding serves to describe the collaborative relationship between Grand Prairie Services, a not-for-profit community health center operating as a private practice pursuing the status as a Federally Qualified Health Center Look Alike ("FQHC Look Alike") pursuant to Section 330 of the Public Health Service Act ("Section 330"), which program is administered by the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("HHS") to provide or arrange the provision of high-quality, cost-effective, community-based comprehensive primary and preventive health care and related services (including, but not limited to, ancillary and enabling services) to the underserved and vulnerable populations residing in Lynwood, Illinois, Chicago Heights, Illinois, and surrounding communities, regardless of the individual's or family's ability to pay for such services, and the University of Illinois at Chicago College of Dentistry.

Summary of Understanding: When Grand Prairie Services has determined that the patient is in need of dental services, the patient is provided with a referral recommendation to the dental clinic of their choice. Grand Prairie Services will assist the patient in making an appointment. At this time, Grand Prairie Services will provide the University of Illinois at Chicago College of Dentistry with patient health information necessary for treatment. Following treatment, the University of Illinois at Chicago College of Dentistry shall provide Grand Prairie Services with a brief report on the services provided. The University of Illinois at Chicago College of Dentistry will bill the patient or make a claim to the patient's dental insurance carrier for all care and services provided during treatment or apply its financial assistance policy, as applicable.

This Memorandum of Understanding shall be in effect immediately and continue until such time as one or both parties terminate it. Changes or amendments shall only be made upon mutual agreement by both parties and a new understanding signed.



Dr. Sharronne Ward, Ed.D., L.C.P.C.
President and CEO
Grand Prairie Services

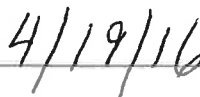


The Board of Trustees of the
University of Illinois

By: 


Walter K. Knorr, Comptroller

Date:



Michael S. Moss, Director, OBFS Budget
2016.04.19 15:52:09 -05'00'

**Cooperative Agreement #2021-22 For Oral Healthcare Services
For Sinai Chicago – Sinai Infectious Disease Center**

This AGREEMENT is entered into by and between the Sinai Chicago – Sinai Infectious Disease Center (hereinafter “SIDC”) and Heartland Alliance Health (hereinafter “Heartland”)

RECITALS

WHEREAS, Heartland was a named partner in SIDC’s application to obtain funding from the Chicago Department of Public Health (hereinafter “CDPH”) to operate a Population Centered Health Home through the Ryan White Part A program; and

WHEREAS, SIDC was successful in its grant application and SIDC has been awarded a grant (hereinafter “Grant”) (Contract #116679) for the term of March 1, 2020 to February 28, 2021 for the delivery of services to individuals living with HIV/AIDS and to individuals vulnerable to HIV; and

WHEREAS, SIDC has asked HEARTLAND to provide certain services under this Agreement and HEARTLAND has agreed to provide such services, with SIDC to use Grant funds to pay for the services; and

WHEREAS, HEARTLAND is a federally qualified healthcare center that provides, among other things, oral health care services regardless of patients’ ability to pay.

NOW, THEREFORE, SIDC and HEARTLAND agree as follows:

1. AGREEMENT DOCUMENTS

This Agreement will constitute the entire Agreement between SIDC and HEARTLAND.

2. AUTHORITY

SIDC is authorized to enter into this Agreement per the conditions outlined in the Grant application and included in the Grant award for Purchase Order #116679.

The purpose of this operational agreement is to fund HEARTLAND’s performance of the services described herein during the term of this Grant. HEARTLAND will use the Grant funds to deliver oral healthcare services in accordance with the grant requirements.

3. SCOPE OF WORK

HEARTLAND will be available to deliver oral healthcare services to individuals living with, or at risk for, HIV/AIDS as follows:

- A. Heartland will be available to provide, and will provide, oral healthcare services to individuals in the target population who present themselves for oral healthcare, including individuals referred by SIDC, during the term of this Agreement.
- B. Upon request of SIDC, Heartland will complete CDPH-provided client-level data (CLD) tracking spreadsheet for all patients referred by SIDC.

4. DURATION

The Agreement shall have a term of twelve (12) months, commencing on March 1, 2021 and terminating at midnight on February 28, 2022.

5. COMPENSATION

SIDC shall pay HEARTLAND a total amount of \$1,000. Payments shall be made in a lump sum at the end of the grant period.

6. INVOICES & PAYMENTS

CDPH shall pay any and all funds to SIDC. SIDC shall administer the receipt and distribution of CDPH funds. Payments to HEARTLAND shall be the responsibility of the SIDC.

Payments to HEARTLAND shall be made in accordance with the Local Government Prompt Payment Act and will occur at the end of this Agreement under Section 4. HEARTLAND shall submit one invoice by 3/8/2022.

Invoices should be submitted to:

Sinai Health System
ATTN: Lorena Herrera
1500 S. Fairfield Ave., Room NR6-115
Chicago, IL 60608

HEARTLAND's material failure to comply with any reporting requirements of SIDC after SIDC's thirty (30) day notice of failure to comply may result in the termination of this Agreement or suspensions of payments under this Agreement.

7. PROMOTIONAL MATERIALS AND EVENTS

If Heartland issues any press releases, publications, or promotional materials about the services hereunder during the duration of the Agreement, HEARTLAND will prominently acknowledge the participation of CDPH and SIDC in all such press releases, publications and promotional materials presented to the media or otherwise disseminated concerning the Project.

8. GRANT FUND CONTROL REQUIREMENTS

HEARTLAND acknowledges that SIDC may perform, or cause to be performed, various monitoring procedures relating to the receipt of funds including, but not limited to, any audits or reviews related to compliance with the Grant requirements.

HEARTLAND will maintain and make available to SIDC information that SIDC may identify to Heartland as of the first date of the Grant period such as, but not limited to, dates of and reports or memoranda describing Grant activities. HEARTLAND will maintain all documents pertaining to this Agreement including, but not limited to, all financial, statistical, property and participant information documentation for a period of three (3) years from the later of the date of final payment under the Agreement or completion of the Agreement.

HEARTLAND shall ensure that Grant Funds spent on patients referred by SIDC hereunder are expended in accordance with the following principles: (i) Grant expenditures should be made in accordance with generally sound, business practices, arms-length bargaining, applicable federal and state laws and regulations; (ii) Grant expenditures should

conform to the term and conditions of this Agreement and be actual and necessary expenditures; (iii) Grant expenditures should not exceed the amount which would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) Grant accounting should be consistent with generally accepted accounting principles.

9. FORCE MAJEURE

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring party may cancel the Agreement without penalty if performance does not resume within thirty (30) days of the declaration.

10. CONFIDENTIAL INFORMATION

Each party, including its employees, agents, and subgrants/subgrantees to this Agreement may have or gain access to nonpublic confidential data or private information owned or maintained by the other party (and in the case of HEARTLAND the information of its affiliates) in the course of carrying out that party's responsibilities under this Agreement ("Confidential Information"). Each party agrees that it will only use the Confidential Information in connection with the legitimate purposes of this Agreement, it will disclose the Confidential Information only to those employed by the party who have a need to know it to perform the Services and who are obligated to keep the same in confidence, and it will safeguard the Confidential Information. Confidential Information may also be disclosed to the extent required by law provided that the receiving party first gives maximum practical advanced notice to the disclosing party, works with disclosing party to protect the Confidential Information to the greatest extent possible under the law, and requests maximum protective and confidential treatment of such disclosure as may be afforded by law.

In addition, HEARTLAND will and SIDC may have and/or gain access to , Personally Identifiable Information (PII) and Personal Health Information (PHI), and other information which is exempt from public disclosure under Section 7 of the Illinois Freedom of Information Act (FOIA). Each party agrees to, and shall, abide by and comply with all applicable federal (including HIPAA and HITECH Act laws and regulations) and State privacy laws, and each party shall keep and treat all such personal information as confidential, and shall securely maintain any such confidential or private information as required by applicable federal and State law.

Each party shall implement administrative, physical and technical safeguards to protect Highly Sensitive Personal information that are no less rigorous than accepted industry practices, and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. This Highly Sensitive Personal information includes but is not limited to (i) individual's government-issued identification number (including social security number, driver's license number or state-issued identified number); (ii) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account; (iii) biometric or health data, and (iv) health information subject to state laws such as the Mental Health and Developmental Disability Act.

HEARTLAND shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), including, but not limited to statute, 42 USC 132d, and applicable regulations, 45 CFR 160, 162, and 164, as may be promulgated or amended over time to the extent it is deemed a Covered Entity as that term is defined by HIPAA and its implementing regulations.

11. TERMINATION AND SURVIVAL

Either party may, at any time, terminate the Agreement for convenience and without cause but only upon receipt of 30-days written notice of such termination for convenience, at which time the parties shall:

- A. Cease operations as directed in the notice;
- B. Take action necessary for the protection and preservation of Grant activities, and
- C. Except for Grant activities directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for SIDC's convenience, HEARTLAND shall be entitled to receive payment from the SIDC for work completed to date of termination in accordance with the term and conditions of this Agreement.

In the event of an alleged default of the Agreement by HEARTLAND, SIDC will provide a written notice to HEARTLAND defining the default(s) and give fourteen (14) days for HEARTLAND to cure said default(s). If the default(s) is not cured, SIDC will then provide written notice of termination to HEARTLAND.

In the event this Agreement is terminated due to HEARTLAND's default, SIDC shall be entitled to purchase substitute services elsewhere and charge HEARTLAND with any or all losses incurred. In such cases of Agreement termination, the SIDC shall not be responsible for any costs incurred by HEARTLAND to initiate services or discontinue services.

The following articles and sections of this Agreement will survive its termination or expiration: Section 1, 2, 5, 10, 11, 13, 14, 15, and 21.

12. REPORTING REQUIREMENTS

Both SIDC and HEARTLAND agree to coordinate to the greatest extent possible and reasonable to timely complete and submit any and all reports as may be required by the Grant conditions to be set forth by CDPH that apply directly to the services HEARTLAND is providing under this Agreement. HEARTLAND shall track its service numbers in such a way that it is capable of providing daily updates on individual interactions with the population.

HEARTLAND agrees to submit monthly reports to SIDC with data points listed in Section 3(B) above and any additional data points directly related to the services HEARTLAND is providing under this Agreement that may be required of HEARTLAND by CDPH.

HEARTLAND agrees to submit additional de-identified data as needed on persons that are living with HIV/AIDS and receive services through HEARTLAND but do not receive any services at SIDC to the extent permitted by law. For purposes of maintaining and assessing the population health home, if this includes clinical information it will only be provided with patient consent as required by law as well as service utilization information.

13. INDEMNIFICATION AND RESPONSIBILITIES

The parties agree, to the extent permitted by law, to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all third-party claims, losses, expenses, and payments including reasonable attorneys' fees, arising or resulting from the other party's actions or omissions in its performance of any of the obligations under this Agreement and any activities or services supported hereunder.

HEARTLAND is an independent contractor and will take direction from SIDC to allow SIDC to comply with the Grant. HEARTLAND has no obligation under the Grant other than to provide the services and the supporting documents required by CDPH to the extent permitted by law.

14. DISPUTE RESOLUTION

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the SIDC Purchasing Policies and Procedures if such were provided to HEARTLAND prior to the time the first service was provided under this Agreement.

15. GOVERNANCE AND COMPLIANCE WITH THE LAW

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois (735 ILCS 5/2-103), or Federal District Court, Northern District, whichever is applicable.

Each party and their respective directors, trustees, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Agreement. Each party shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

16. SEVERABILITY AND WAIVER

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law. No waiver of any term of this Agreement whether by conduct or any other way will be deemed to be or construed as a further or continuing waiver of such term or of any other term of this Agreement.

17. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, altered or modified without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

18. AMENDMENTS

This Agreement may not be amended without prior written approval of both HEARTLAND and the SIDC.

19. ADDITIONAL PROVISIONS

This signed Agreement and all related public records (such as those that do not contain Confidential Information, privileged information, or patient information) that are required to be maintained by, provided to or required to be provided to the SIDC and to CDPH may be subject to the Illinois Freedom of Information Act ("IFIOA" notwithstanding any provision to the contrary that may be found in this Agreement unless the records are subject to a IFIOA exception.

20. WHISTLEBLOWER

The federal whistleblower protections of 41 U.S.C. 4712 apply to HEARTLAND. HEARTLAND certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, HEARTLAND will (1) inform its employees working on this grant that they are subject to the whistleblower rights and remedies of the pilot program; and (2) inform its employees in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce.

21. AUTHORITY TO SIGN

The parties hereto represent and warrant that each individually has received all necessary approvals to enter into and execute this Cooperative Agreement, and that the person(s) signing below on its behalf is/are authorized to so sign.

**Sinai Chicago –
Sinai Infectious Disease Center (SIDC)**

HEARTLAND

Bijou Hunt

Digitally signed by Bijou Hunt
DN: cn=Bijou Hunt, o=Sinai Infectious
Disease Center, ou=Director,
email=bijou.hunt@sinai.org, c=US
Date: 2021.03.24 20:56:15 -05'00'

Bijou Hunt
Director, SIDC

Date

CEO
TITLE

A handwritten signature in blue ink, appearing to read "J. H. Hunt", is written over a horizontal line.

4/12/2021

Date

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between H.A.S. Inc., an Illinois not-for-profit corporation with a primary place of business at Chicago, Illinois (“**Agency**”), and Humboldt Park Health, an Illinois not-for-profit corporation with a primary place of business at Chicago, Illinois (“**Hospital**”) to be effective on the 23 day of September, 2021. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Cook County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities.** Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, “HIPAA”) and each shall comply with the requirement of HIPAA as applied to the sharing of “protected health information” of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. “**Confidential Information**” means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: 

Its: Marco E. Jacome - CEO

HOSPITAL

By: 

Its: President/CEO - JOSE R. SANCHEZ

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between Leyden Family Service & MHC, an Illinois not-for-profit corporation with a primary place of business at 10001 Grand Avenue, Illinois ("**Agency**"), and Riveredge Hospital, an Illinois not-for-profit corporation with a primary place of business at 8311 W. Roosevelt Road, Illinois ("**Hospital**") to be effective on the 31 day of October, 2021. Each of Agency and Hospital are individually referred to herein as a "**Participant**" and collectively, as the "**Participants**").

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries ("**Attributed Beneficiaries**") in Cook County, Illinois (the "**Community**");

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the "**Transformation Project**"), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services ("**HFS**") to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General**. The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities**. Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on [DATE, 2021] and, unless earlier terminated as provided herein, shall continue through [DATE, 2026]. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "Termination Event"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, "HIPAA") and each shall comply with the requirement of HIPAA as applied to the sharing of "protected health information" of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. "Confidential Information" means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5

MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: Qua W Surch
Its: CEO

HOSPITAL

By: Alvin Dant
Its: CEO

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between Mississippi Center, an Illinois not-for-profit corporation with a primary place of business at Dixon, Illinois ("**Agency**"), and CGH, an Illinois not-for-profit corporation with a primary place of business at Storling, Illinois ("**Hospital**") to be effective on the 6th day of October, 2021. Each of Agency and Hospital are individually referred to herein as a "**Participant**" and collectively, as the "**Participants**").

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries ("**Attributed Beneficiaries**") in Whiteside County, Illinois (the "**Community**");

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the "**Transformation Project**"), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services ("**HFS**") to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities.** Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on [DATE, 2021] and, unless earlier terminated as provided herein, shall continue through [DATE, 2026]. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, “HIPAA”) and each shall comply with the requirement of HIPAA as applied to the sharing of “protected health information” of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. “**Confidential Information**” means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.

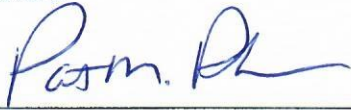
5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group


of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: 
Its: President and CEO

HOSPITAL

By:  DNP, RN, CENP
Its: Kristic A. Geil
VP, CNO

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“**Agreement**”) is made and entered into by and between Transitions of Western Illinois, an Illinois not-for-profit corporation with a primary place of business at 4409 Maine Street, Quincy, Illinois (“**Agency**”), and Blessing Hospital, an Illinois not-for-profit corporation with a primary place of business at 1005 Broadway, Quincy, Illinois (“**Hospital**”) to be effective on the 1st day of November 2021. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Adams County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the Participants hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the Participants hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities.** Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on 11/1/2021 and, unless earlier terminated as provided herein, shall continue through 12/31/2026. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 without cause and for convenience, at any time during the initial term or any renewal term upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, "HIPAA") and each shall comply with the requirement of HIPAA as applied to the sharing of "protected health information" of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. "**Confidential Information**" means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied: and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the Participants at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois with venue held in the courts of Adams County.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The Participants hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Participants hereto, and no presumption or burden of proof shall arise favoring or disfavoring either Participant by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the Participant agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either Participant shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the Participants may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts: Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the Participants hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the Participants with respect to the subject matter hereto.

5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group

of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise. The Participants have freely negotiated the terms of this Agreement and neither has offered or received any inducement or other consideration from the other Participant for entering into this Agreement. The value received by either Participant under this Agreement, as applicable, is not determined in a manner that takes into account the volume or value of any referrals or business otherwise generated between the Participants for which payment may be made in whole or in part under a Federal or State health care program. No fees shall be exchanged between the Participants pursuant to this Agreement.

IN WITNESS WHEREOF, the Participants hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: Mark Schmitz

Its: Executive Director

MARK Schmitz

HOSPITAL

By: Maureen A. Kahn

Its: Maureen A. Kahn

President/CEO

ACTIVE 134139260.02

MEMORANDUM of UNDERSTANDING ("MOU")
Trilogy, Inc
And
Presence Central and Suburban Hospital Network d/b/a
Presence Saint Francis Hospital Evanston

SUMMARY

Presence Chicago Hospitals Network d/b/a Presence Saint Francis Hospital ("SFH"), an Illinois not-for profit organization, is an Academic Community Hospital and Level I Trauma Center in Metro Chicago.

Trilogy, Inc ("Trilogy") is an Illinois not-for-profit behavioral healthcare organization with nearly 50 years of experience serving people with mental illness in the City of Chicago and surrounding suburbs. Trilogy's mission is *to support people in their recovery from mental illness by helping them discover and reclaim their capabilities, life direction and well-being.*

Trilogy and SFH will form a partnership to provide linkage to mental health services to individuals, in the Emergency Department ("ED") and Inpatient Units ("IP"), with acute and post hospitalization mental health needs.

Trilogy and SFH may each be referred to as "Party" or collectively as "Parties."

Trilogy Responsibilities

1. Trilogy will have two part-time Community Linkage Liaison Staff Member(s) ("Staff Member") imbedded in the SFH ED for forty (40) hours per week. The Staff Member is a master's level Social Worker or Qualified Mental Health Practitioner. The Staff Member will be supervised by an LCPC or LCSW that will oversee project implementation.
2. Staff Member(s) will be available to start __November 1, 2020__ and will be present on-site at SFH for forty (40) hours per week or as Trilogy and SFH agree on best staffing based on need and availability.
3. A criminal background check is completed for all Trilogy Staff Member(s).
4. All Staff Member(s) will provide proof of vaccinations as required by AMITA Health (Attached Exhibit A) and be cleared to work at SFH by AMITA Health Associate Health prior to the first day of work at SFH.
5. Trilogy will provide a schedule to the ED Director or Manager and develop coverage process for times when Staff Member(s) are not on site in the ED or IP setting.
6. With respect to the activities at SFH, Staff Member(s) will strictly abide by the "Ethical and Religious Directives of Catholic Health Care Services," as approved by the United States Conference of Catholic Bishops and promulgated by the local Ordinary.
7. Upon referral from the ED or IP staff, the Staff Member(s) will obtain patient's written and informed consent to participate in Trilogy's services.
8. The Staff Member will evaluate the patient and develop the most appropriate follow-up plan.
9. Trilogy will provide linkage to community mental health services to individuals post discharge from the ED and IP.
10. Trilogy will assist with referrals to providers in the community or back to the patient's current provider.
11. Trilogy will track all referrals from SFH providers.
12. Trilogy will provide marketing materials with information including contact numbers.

13. Trilogy will provide a monthly report to SFH showing whether it has achieved the Quality Metrics Goals.

SFH Responsibilities

1. ED and IP staff to evaluate all patients with suspected acute mental health crisis or mental health needs and refer appropriate patients to Trilogy Staff Member(s).
2. ED staff will assess patient(s) in need of acute inpatient stabilization and link to appropriate level of care.
3. SFH will provide Trilogy with a dedicated space to conduct intake services when available.
4. Trilogy and SFH will share client information for continuity of care purposes around transition and discharge planning for those patients who have provided written consent for such information to be shared between the parties.
5. SFH will provide Trilogy Staff Members(s) with an AMITA Health ID badge, Electronic Medical Record "read only" access and Electronic Medical Record training.

Funding Sources and Fees

1. Trilogy Staff Member(s) will track hours worked via ADP Workforce Now and submit timesheet records with quarterly invoice payment to SFH, by the fifteenth (15th) day of the month following the end of the quarter.
2. Trilogy will be paid at the rate of \$10,314.58 per month or \$30,943.75 per quarter.
3. SFH will pay Trilogy within 30 days of receipt of invoice.
4. SFH will submit an invoice to the AMITA Health Foundation for reimbursement of the payment made to Trilogy.
5. AMITA Health Foundation will submit payment for grant funding to SFH.
6. For the sake of clarity, Trilogy understands that this is the only compensation they will receive for these services.

Quality Metric Goals

1. We will seek to assess 350 individuals in the ED and/or IP setting and screen for linkage to mental health services.
2. Initial psychiatric assessment within one week of discharge from the ED or IP will be scheduled for 50-75 patients in the year.
3. Link 200 patients to appropriate outpatient community-based services.
4. 50% of the patients referred for an initial psychiatric assessment will attend their initial appointment.

Term

This MOU will be in effect from November 1, 2020 through October 31, 2021. Either party may terminate this MOU upon thirty (30) days advance written notice to the other party.

Insurance and Indemnification

1. Each party will maintain the following insurance coverage:

- a. Commercial general liability insurance, with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence Three Million Dollars (\$3,000,000) annual aggregate;
- b. Professional liability insurance with limits of at least One Million Dollars (\$1,000,000) for each-and-every claim;
- c. Workers' compensation insurance, with minimum coverage at statutorily required limits; and
- d. Automobile liability insurance with minimum coverage at commercially reasonable levels of similarly situated companies, but in no event less than One Million Dollars (\$1,000,000) per occurrence, to cover hired and non-owned vehicles.

A certificate of insurance (or a copy of the insurance policy) verifying such coverage will be delivered to the other party upon execution of this MOU and annually thereafter upon request. In the event of insufficient coverage as defined in this section or lapse of coverage, each party has the right to terminate this MOU immediately.

2. **Indemnification:** Each party will indemnify, defend and hold harmless the other Party, its officers, directors, agents, employees, affiliates, successors and assigns harmless from and against any and all liability, loss, claim, lawsuit, injury, cost, damage or expense whatsoever (including reasonable attorneys' fees), to the extent arising out, incident to or in connection with any act or omission of the indemnifying party (including its agents, employees, and other affiliated persons and representatives) relating to, arising out of, or in connections with this MOU and the services to be provided hereunder. This section will survive the expiration of other termination of this MOU.

Independent Contractor Relationship

This MOU evidences an independent contractor relationship, and nothing in this MOU is intended nor shall be construed to: a) create an employment relationship or partnership or joint venture relationship between the Parties; or b) allow SFH to exercise control or direction over the manner or method by which Trilogy and its representatives perform under this MOU.

GENERAL PROVISIONS

1. **Amendments:** This MOU may only be amended by a writing signed by both Parties.
2. **Assignments:** No Party may assign this MOU or any right or duty hereunder without the prior written consent of the other Party. Any attempt at assignment without such written consent is void. Notwithstanding the foregoing, each Party has the right to assign any duties, rights, and benefits under this MOU to its successors or affiliates without the written consent of the other Party.
3. **Third Party Beneficiary:** None of the above provisions in this MOU are intended by the Parties, nor will be deemed, to confer any benefit on any person not a party to this MOU.
4. **Governing Law and Exclusive Jurisdiction:** This MOU will be governed and interpreted by Illinois law. Any legal action pertaining to this MOU must be brought in the state or federal courts located in (or closest to) the Illinois county in which SFH is located.

5. Notices: All notices that may be given under this MOU will be in writing, addressed to the receiving Party's address set forth below or to such other address as the receiving Party may designate by notice hereunder. Notices will be given: (I) by delivery in person; (II) by traceable courier delivery (such as Federal Express); (III) by certified or registered U.S. mail, return receipt requested; or (IV) by electronic mail in accordance with the terms set forth in this Section:

SFH: Presence Saint Francis Hospital
355 Ridge Street
Evanston, IL 60202
Attn: President

Trilogy: Trilogy, Inc
1400 W. Greenleaf Ave
Chicago, IL 60626
Attn: President

Notices will be deemed to have been given as follows: (I) if by hand or traceable courier delivery, at the time of the delivery; (II) if sent by certified or registered mail, on the second business day after such mailing; or (III) if sent by electronic mail, upon confirmation of receipt by personal confirmation (i.e. electronic mail or verbal confirmation from recipient).

6. Entire Agreement: This MOU, together with all the exhibits hereto, constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, regarding such subject matter.
7. Counterparts: This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all such counterparts together will constitute one and the same instrument. Facsimile copies and copies delivered by electronic email in a "pdf" format data file will be deemed to be originals.

IN WITNESS THEROF, the Parties have caused this MOU to be executed by their duly authorized officers to be effective as of the Effective Date.

By: 10/1/2020

Date:



Name: Samantha Handley

Title: President/CEO

Agency: Trilogy, Inc.

1400 W. Greenleaf Ave

Chicago, IL 60626

By:

10/15/2020

Date:



Name: Kenneth Jones

Title: President

Agency: SFHE

355 Ridge Ave

Evanston, IL 60202

Swedish Hospital

Part of  NorthShore

November 17, 2021

Illinois Department of Healthcare and Family Services
Attn: Theresa Eagleson, Director
36 South Wabash Avenue
Chicago, IL 60603

Dear Ms. Eagleson:

On behalf of Swedish Hospital I am pleased to provide this letter of support for Lutheran Social Services of Illinois' ("LSSI") participation in the Illinois Health Practice Alliance Project On Ramp HFS Transformation Pilot proposal. We commend your efforts to introduce new models of care that can transform the outcome for Medicaid recipients in our community.

From the information we've been provided it appears that Project On Ramp will help ensure our communities most vulnerable members, get the support they need for their social needs, such as housing, food or employment, and can focus on improving their health. Our goal is to always work to improve the health of our community members and we appreciate your efforts on their behalf.

I look forward to hearing about your approval of LSSI's project and the progress of both LSSI's project and the broader program. Thank you for your work making it possible for groups like LSSI to care for our community and those served by Swedish Hospital.

Sincerely,



Bruce McNulty
Chief Medical Officer
Swedish Hospital

**PROJECT ON RAMP
PARTICIPATION AGREEMENT**

THIS PARTICIPATION AGREEMENT ("Agreement") is made and entered into by and between THRESHOLDS, an Illinois not-for-profit corporation with a primary place of business at CHICAGO, Illinois ("Agency"), and Thorak Memorial Hospital, an Illinois not-for-profit corporation with a primary place of business at Chicago, Illinois ("Hospital") to be effective on the 8 day of Nov, 2021. Each of Agency and Hospital are individually referred to herein as a "Participant" and collectively, as the "Participants").

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries ("Attributed Beneficiaries") in COOK County, Illinois (the "Community");

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the "Transformation Project"), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services ("HFS") to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is an acute care hospital that provides, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

**ARTICLE 1
PARTICIPATION**

1.1 **In General**. The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 **Agency Responsibilities**. Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to

work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community with respect to the Transformation Project.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity; (iv) training; (v) ethics; and (vi) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, in such amounts as are mutually agreed to by the Participants. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or

repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on [DATE, 2021] and, unless earlier terminated as provided herein, shall continue through [DATE, 2026]. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "Termination Event"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a "covered entity" as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, "HIPAA") and each shall comply with the requirement of HIPAA as applied to the sharing of "protected health information" of the Attributed Beneficiaries.

4.2 Confidentiality.

4.2.1 Definitions. "Confidential Information" means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

5.5 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

5.6 Waivers. No failure or delay on the part of any Participant in exercising any power or right under this Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right. Any waiver hereunder must be express and in writing by the party agreeing to waive any right hereunder.

5.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

5.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

5.9 Third Parties. None of the provisions of this Agreement shall be for the benefit of or enforceable by any third party.

5.10 Counterparts; Electronic Delivery. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf or similar attachment to electronic mail shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5.11 Survival. Notwithstanding anything herein to the contrary, the rights and obligations of each Participant with respect to Article 2 (Indemnification and Insurance), Article 4 (Confidentiality), and this Article 5 (Miscellaneous Provisions) (collectively, the "**Surviving Provisions**") shall survive termination of this Agreement, whether such termination is in part or in full.

5.12 Entire Agreement. This Agreement, including any Exhibits presently or subsequently attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral, between the parties with respect to the subject matter hereto.


5.13 Assignment. None of the terms or provisions of this Agreement are assignable or delegable by the Participants.

5.14 Relationship of Participants. Each Participant shall perform its obligations under this Agreement as an independent entity and contractor, respectively. For the avoidance of doubt, nothing in this Agreement or in the performance by a Participant of its obligations hereunder shall be construed to create: (i) a partnership, joint venture or other similar arrangement between such Participant and any other Participant; or (ii) any fiduciary duty owed by one Participant to any other Participants separately or collectively as participants in the Transformation Project. There is not, and shall not be deemed to be, any relationship of employer and employee between any Participant and any other Participant or its employees, and no employee of any Participant has the right to claim that he or she is an employee of any other Participant(s) separately or collectively as participants in the Transformation Project. No group


of two or more Participants separately or collectively as participants in the Transformation Project are, or shall be deemed to be, joint employers, a single employer, associated employers or related employers for any purpose under this Agreement. Notwithstanding anything herein to the contrary, no Participant shall have the authority to commit another Participant contractually or otherwise.

IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

By: 
Its: COO

HOSPITAL

By: 
Its: Res/CEO

ACTIVE.134139260.02

PROJECT ON RAMP PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is made and entered into by and between Thresholds Inc., an Illinois not-for-profit corporation with a primary place of business at 4101 N Ravenswood, Chicago Illinois, Illinois (“**Agency**”), and Sinai Health System, on behalf of itself and its Affiliate Hospitals, an Illinois not-for-profit corporation with a primary place of business at 1500 South Fairfield Avenue, Chicago, Illinois (“**Hospital**”) to be effective on the 1st day of July, 2022. Each of Agency and Hospital are individually referred to herein as a “**Participant**” and collectively, as the “**Participants**”).

RECITALS

WHEREAS, Agency is a community mental health center that provides behavioral health services to, among others, certain managed Medicaid beneficiaries (“**Attributed Beneficiaries**”) in Cook County, Illinois (the “**Community**”);

WHEREAS, Agency is part of the Project On Ramp Transformation Project (the “**Transformation Project**”), pursuant to which Agency receives certain health transformation funding from the Illinois Department of Healthcare and Family Services (“**HFS**”) to address the overall health care needs, including social determinants of health, chronic disease management and behavioral health, of its Attributed Beneficiaries, with the goal of moving the type and location of care provided from reactive, in the emergency room/inpatient setting, to proactive, preventative services provided in outpatient/ambulatory care locations;

WHEREAS, Hospital is health system comprised of two acute care hospitals, Mount Sinai Hospital Medical Center of Chicago and Holy Cross Hospital , which provide, among other things, emergency department and inpatient services to residents of the Community, including the Attributed Beneficiaries, on an as-needed basis;

WHEREAS, in order to further the goals of the Transformation Project and to improve the care provided to residents of their shared Community, the parties hereto desire to work together to meet the health care needs of Attributed Beneficiaries on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 PARTICIPATION

1.1 **In General.** The Participants hereby agree to participate in the Transformation Project, and to use good faith efforts to address the overall health care needs of the Attributed Beneficiaries.

1.1.1 Agency Responsibilities. Agency hereby agrees to apprise Hospital of its Attributed Beneficiaries subject to the Transformation Project and to use good faith efforts to work with Hospital's emergency room and discharge planning staff to coordinate and manage the overall health care needs of such Attributed Beneficiaries.

(a) Such care coordination and management by the Agency may include, but not be limited to:

(i) Motivation of Attributed Beneficiaries to engage in proactive care of their chronic conditions;

(ii) Use of the NowPow directory and referral system to identify appropriate providers with immediate availability to meet the health care needs of Attributed Beneficiaries;

(iii) Deployment of HFS funding to address transportation burdens and other social determinant-related barriers to care;

(iv) Implementation of proprietary transition methodology to make sure Attributed Beneficiaries understand medical instructions and can capitalize on gains made in acute care settings; and

(v) Engagement of outreach personnel from the Community to perform culturally competent outreach to engage Attributed Beneficiaries and help them overcome previous negative healthcare experiences.

(b) In addition, Agency shall share with Hospital, on a monthly basis, the following metrics with respect to the Attributed Beneficiaries:

(i) Seven (7) and 30-day follow up after hospitalization for psychiatric reasons);

(ii) Seven (7) and 30-day follow up post Emergency Department visit for psychiatric reasons);

(iii) Seven (7) and 30-day follow up post Emergency Department visit for alcohol and other drug concerns);

(iv) Initiation and engagement for substance use disorder treatment);

(v) Follow up for all-cause hospitalizations

(vi) Follow up for all cause Emergency Department visits

1.1.2 Hospital Responsibilities. Hospital hereby agrees to use good faith efforts to make its emergency department and discharge planning staff reasonably available to Agency as needed to arrange for services required by and coordinate the care provided to the Attributed Beneficiaries.

1.2 Honest/Ethical/Good Faith Dealing. Each Participant hereby agrees to:

1.2.1 Uphold all applicable codes of the ethics of the Participant and the accreditation agency(ies), if any, in which the Participant participates;

1.2.2 Conduct all professional and other activities with respect to the Transformation Project with honesty, integrity, respect, fairness and in good faith; and

1.2.3 Comply with all applicable federal, state and local laws and regulations pertaining to the delivery of healthcare in the Community. The Participants acknowledge that nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or businesses to either Party by the other Party. Neither Party shall track such referrals for purposes relating to setting the compensation of its professionals or influencing their choice.

1.3 Representations and Warranties. Each Participant hereby represents and warrants as follows:

1.3.1 It has the authority to enter into this Agreement and nothing in this Agreement constitutes a breach of any other agreement entered into by the Participant;

1.3.2 It has duly adopted policies and procedures regarding each of the following: (i) non-discrimination; (ii) sexual harassment; (iii) diversity training; (iv) ethics; and (v) record keeping and reporting.

ARTICLE 2 INDEMNIFICATION AND INSURANCE

2.1 Indemnification by Participants. Each Participant agrees to indemnify and hold harmless the other Participant from and against any and all claims, demands, actions, lawsuits, and other proceedings brought by a third party, and all losses, liabilities, judgments and awards, costs and expenses (including reasonable attorneys' fees) whatsoever, arising directly or indirectly, in whole or in part, out of such Participant's gross negligence, reckless or willful misconduct or breach of contract in connection with this Agreement, and/or any Participation Agreement to which such Participant is a party.

2.2 Insurance. Each Participant agrees to obtain and maintain professional liability insurance covering the acts and omissions of such Participant, with limits not less than one million dollars per occurrence and three million dollars in the aggregate; each Participant shall provide workers' compensation coverage to its respective employees with limits in accordance

with state law. Each Participant shall provide the other with documentation of such insurance coverage upon request.

2.3 Survival. Indemnification under this Paragraph 2 shall continue as to each Participant following the termination of this Agreement with respect to any Participant. For the avoidance of any doubt, a Participant's indemnification obligations under this Paragraph 2 following the termination of this Agreement with respect to such Participant will continue solely to the extent such indemnification obligations relate to events or circumstances occurring prior to the termination of this Agreement with respect to such Participant. The rights granted pursuant to this Paragraph 2 are and shall be deemed contract rights, and no amendment, modification or repeal of this Paragraph 2 shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal.

2.4 Limitation of Liability. Notwithstanding anything herein to the contrary, in no event shall any Participant be liable for indirect, incidental, consequential, punitive, special or exemplary damages arising out of or in connection with this Agreement.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. The term of this Agreement shall commence on December 1, 2021 and, unless earlier terminated as provided herein, shall continue through December 31, 2026. November 30, 2024. Thereafter, this Agreement shall automatically renew for additional one (1) year terms until terminated as provided herein.

3.2 Termination of a Participant. This Agreement may be terminated with respect to any Participant upon the occurrence of any of the following (each, a "**Termination Event**"):

3.2.1 upon not less than thirty (30) days' written notice to the other Participant;

3.2.2 the exclusion, suspension, or debarment of such Participant from participation in Medicare, Medicaid or any other federal healthcare program;

3.2.3 the suspension, limitation or revocation of, or other final disciplinary action pertaining to: (a) such Participant's license to provide health care services in the State of Illinois or in any other state; or (b) such Participant's business license or like requirement(s).

3.2.4 the inability to secure or maintain professional liability (malpractice) insurance coverage covering such Participant;

3.2.5 such Participant's failure to abide by the terms of this Agreement; or

3.2.6 such Participant's application for or consent to the appointment of a receiver, trustee, or liquidator of it or of all or a substantial part of its assets; the filing of a

voluntary petition in bankruptcy; the making of a general assignment for the benefit of creditors; the filing of a petition or an answer seeking reorganization or arrangement with creditors to take advantage of any insolvency law; or the filing of a petition on the application of a creditor seeking reorganization of such Participant or all or a substantial part of such Participant's assets, or appointing a receiver, trustee, or liquidator of such Participant, or of all or a substantial part of its assets, and such petition remains undismissed for a period of thirty (30) days.

ARTICLE 4 CONFIDENTIALITY

4.1 HIPAA Compliance. Each Participant acknowledges and agrees that it is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations (collectively, “HIPAA”) and each shall comply with the requirement of HIPAA as applied to the sharing of “protected health information” of the Attributed Beneficiaries. In addition, both Participants agree to comply with all state privacy laws related to behavioral health records, including but not limited to the Illinois Mental Health and Developmental Disabilities Act.

4.2 Confidentiality.

4.2.1 Definitions. “**Confidential Information**” means any and all policies, procedures, contracts, quality assurance techniques, managed care initiatives, utilization management, credentialing, financial, statistical and other information of any Participant, including (but not limited to) information embodied on magnetic tape, computer software or any other medium for the storage of information, together with all notes, analyses, compilations, studies or other documents prepared by a Participant, or others on behalf of any Participant, containing or reflecting such information. Confidential Information does not include information which:

(a) was lawfully made available or known to any Participant by third persons on a non-confidential basis prior to disclosure by the applicable Participant in connection herewith; or

(b) is or becomes publicly known through no wrongful act of the applicable Participant(s), including as a participant in the Project.

4.2.2 Obligation of Participants. Each Participant acknowledges that the Confidential Information is valuable property of the contributing Participant and undertakes that for so long as it is a party to this Agreement and thereafter until such information otherwise becomes publicly available other than through breach of this Paragraph 4.2, such Participant shall:

(a) Treat the Confidential Information as secret and confidential;

(b) Not disclose (directly or indirectly, in whole or in part) the Confidential Information to any third party except with the prior written consent of the disclosing Participant(s) or as reasonably necessary to perform pursuant to the Transformation Project or any Participation Agreement; provided, however, if an Participant becomes legally compelled to disclose any Confidential Information, such Participant agrees promptly to notify the disclosing Participant(s), so that the disclosing Participant(s) may seek a protective order or other relief from the compelled disclosure, and each Participant agrees to use commercially reasonable efforts not to disclose any information prior to the mandated disclosure date unless the protective order or relief sought is denied; and

4.2.3 Limit the dissemination of and access to the Confidential Information to such of the Participant's members, officers, employees, agents, attorneys, consultants, professional advisors or representatives as may reasonably require such information for the performance of its business and take reasonable steps to ensure that any and all such persons observe all the obligations of confidentiality contained in this Paragraph 4.2.

ARTICLE 5 MISCELLANEOUS PROVISIONS.

5.1 Notices. Any notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be by hand delivery, certified or registered mail, return receipt requested, telecopier, fax, email or air courier to the parties at the respective addresses first set forth above, directed to the attention of the General Counsel. Such notices shall be deemed to have been given: when personally delivered, if delivered by hand; at the time received, if sent by certified or registered mail or email; when receipt is acknowledged, if telecopied or faxed; and the second day after delivery to the courier, if sent by overnight courier.

5.2 Application of Illinois Law. This Agreement shall be governed by the laws of the State of Illinois and enforceable in the largest circuit court in the Community.

5.3 Amendments. This Agreement may be amended by written instrument signed by the Participants.

5.4 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa. All references to Paragraphs, Exhibits, Schedules and the like shall refer to this Agreement, unless specified otherwise. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused their signatures, or the signatures of their duly authorized representatives, to be set forth below effective on the day and year first above written.

AGENCY

HOSPITAL

By: Mark Furlong (MARK FURLONG) By: _____
Its: COO Its: _____

ACTIVE.134139260.02